CAUSE NO. 109569-CV

CARRIE MEIER, on behalf of herself and all persons similarly situated,	IN THE DISTRICT COURT
Plaintiff,	BRAZORIA, TEXAS
v.	
PROSPERITY BANK,	239TH JUDICIAL DISTRICT
Defendant.	

PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

SUMMARY

Plaintiff, Carrie Meier, respectfully moves for Final Approval of the Settlement Agreement and Releases,[1] attached as ***Exhibit A***, which will resolve all claims against Defendant, Prosperity Bank, in the Action. Final Approval should be granted because the Settlement provides substantial and immediate relief for the Settlement Classes. Specifically, Defendant has agreed to: (1) pay $1,600,000.00 into a common cash Settlement Fund; and (2) separately pay the Settlement Administration Costs. Additionally, the Defendant has agreed to modify its Account disclosures to better inform its Accountholders regarding the assessment of NSF Fees and OD Fees. These modifications will result in substantial future financial savings. The Settlement terms are well within the range of reasonableness and consistent with all applicable law. Plaintiff and Class Counsel apply for awards to Class Counsel for $533,280.00 for attorneys' fees and $30,992.58 for litigation costs, and a $5,000.00 Service Award to Plaintiff as the Class Representative.

[1] All capitalized terms used throughout this Motion have the same meanings as those defined in the Agreement.

This Court granted Preliminary Approval to the proposed settlement in a Preliminary Approval Order dated December 1, 2023 and Amended Preliminary Approval dated January 18, 2023, the latter of which only changed the Final Approval Hearing date. In doing so, the Court preliminarily found that (1) the Settlement Classes as defined in the Agreement meet all of the requirements for certification under the Texas Rules of Civil Procedure and applicable case law, (2) the proposed Settlement falls within the range of reasonableness for potential final approval, (3) the proposed Settlement is the product of arm's length negotiations by experienced counsel, and (4) Notice should therefore go out to the Settlement Class members. As described below, Class Counsel can now report that the Notice Program ordered by this Court has been successful, the proposed Settlement in all aspects conforms to Texas standards for final approval. Plaintiff and Class Counsel therefore now present the matter for Final Approval.

I. NOTICE HAS BEEN PROVIDED TO THE SETTLEMENT CLASS

Prior to distributing Notice to Settlement Class members, the Settlement Administrator established a Settlement Website, *www.MeierClassActionSettlement.com*, as well as a toll-free line that Settlement Class members could access or call for any questions or additional information about the proposed Settlement. See Declaration of Settlement Administrator attached hereto as ***Exhibit E*** ("Admin Decl.") ¶¶ 29.

Once Settlement Class members were identified via Defendant's business records, the Court-approved Notices were sent to the Settlement Class. Current Accountholders who have elected to receive bank communications via email received an Email Notice. Admin Decl. ¶ 21. Past Accountholders and all Current Accountholders who have not elected to receive communications by email or for whom Defendant does not have a valid email address, were sent a Postcard Notice by U.S. Mail. *Id*. ¶ 24.

On March 6, 2023, the Settlement Administrator emailed the Court-approved Email Notice of the Settlement to 21,459 Settlement Class members who have elected to receive communications from Defendant electronically. *Id*. ¶ 22. On March 6, 2023, the Settlement Administrator mailed the Court-approved Postcard Notice to the 70,526 Settlement Class members who elected to receive notice from Defendant by mail, at their last known mailing addresses after updating through the National Change of Address database. *Id*. ¶ 24. On March 24, 2023, 6,482 Postcard Notices were sent to Settlement Class members whose Emails Notices were returned undeliverable after multiple attempts. *Id.* For all returned Postcard Notices, the Settlement Administrator performed skip trace searches to attempt to locate an updated address and remail the Postcard Notice, and 122 Postcard Notices were remailed. *Id*. ¶ 26

In total, Postcard Notices and Email Notices were delivered, without return, to 89,375 of 95,014 unique Settlement Class members. *Id*. ¶ 28. This means the individual notice efforts reached approximately 94% of the identified Settlement Class members. As of the filing of this Motion, no Settlement Class Member has objected to the Settlement and only two Settlement Class members have opted-out of the Settlement. *Id*. ¶ 32. The deadline to opt-out or object to the Settlement has not yet expired, and Plaintiff and Class Counsel will provide an update should these statistics change before the Final Approval Hearing.

The Settlement Administrator also established and maintains an automated toll-free telephone line to call with Settlement-related inquiries and to receive automated responses, and to accept requests for Long Form Notices. *Id*. ¶ 30. As of April 3, 2023, a total of 1,502 telephone calls have been made to the toll-free hotline for a total of 3,923 minutes. *Id*. ¶ 30. Additionally, 1,477 unique visitors accessed the Settlement Website, viewing 2,275 pages. *Id*. ¶ 29.

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

A. Procedural History

Plaintiff filed her Class Action Petition on September 15, 2020, asserting a claim for breach of contract based upon Defendant's assessment of APPSN Fees on debit card transactions. On December 17, 2020, Plaintiff filed her First Amended Class Action Petition again asserting a claim for breach of contract based upon Defendant's assessment of APPSN Fees on debit card transactions, and additionally, Defendant's assessment of Multiple Fees on a single transaction presented more than one time for payment. Defendant filed its Answer to Plaintiff's First Amended Class Action Petition on January 25, 2021.

On January 25, 2021, Plaintiff served Defendant with her first set of discovery requests, including document requests and interrogatories, to which Defendant served its responses and objections on March 10, 2021. On April 22, 2021, the Parties filed a Joint Motion for Entry of Confidentiality and Protective Order. Defendant produced approximately 900 pages of documents, and the Parties conferred regarding the data available to calculate the total amount of fees that are the subject of Plaintiff's claims in the Action.

On April 20, 2021, Defendant filed a Motion for Summary Judgment, in which Defendant claimed entitlement to judgment as a matter of law on the basis that the subject Account contract permitted Defendant to charge its accountholders the challenged APPSN Fees and Multiple Fees. Plaintiff filed her Opposition on June 22, 2021, arguing that the contract did not unambiguously permit Defendant to charge the challenged fees, and simultaneously filed her Second Amended Class Action Petition to correct a scrivener's error. Defendant replied on June 28, 2021. The summary judgment hearing took place on June 29, 2021. This Court granted summary judgment for Defendant on August 2, 2021. On August 30, 2021, Plaintiff filed a timely notice of appeal.

Before any appellate briefing occurred, on September 30, 2021, the Fourteenth Court of Appeals issued an abatement order and referred the parties to mediation. Following informal discussions between the Parties' counsel on the appellate issues and Plaintiff's intent to seek a class settlement at mediation, the Parties scheduled mediation with a well-regarded and experienced class action mediator, Hon. Caroline Baker (Ret.) of Baker Mediation, LLC. Class Counsel prepared a detailed, confidential mediation statement. In preparation for mediation, the Parties' counsel conferred on Defendant's estimation of the total amount of fees that are the subject of Plaintiff's APPSN Fee and Multiple Fee claims in the Action.

The Parties participated in a lengthy private mediation session on February 28, 2022, which successfully resulted in the Parties reaching an agreement in principle on the terms of a mediated settlement that would resolve Plaintiff's claims and those of the putative classes.

On March 14, 2022, the Parties filed a Joint Motion for Extension of Abatement Period and for Remand with the Court of Appeals to extend the abatement period in the appeal and to remand jurisdiction to this Court to review and approve this Settlement. On March 22, 2022, the Court of Appeals granted that Joint Motion.

Between the end of Mediation and July 5, 2022, the Parties negotiated and finalized the terms of the Agreement.

To calculate the Settlement Classes' most probable damages were the case to be tried, and identify the members of the Settlement Classes, Defendant analyzed the transaction data and worked cooperatively with an expert retained by Plaintiff. The expert, Arthur Olsen, is a recognized expert in bank overdraft fee litigation, who completed additional analysis to allow the Parties to complete the list of Settlement Class members for each of the Settlement Classes to receive Notice and payments from the Settlement should the Court grant Final Approval. On

September 9, 2022, the Parties filed a Joint Motion for Extension of the Abatement Period. The Court of Appeals granted that motion in an order dated October 4, 2022 to allow the Parties to proceed with seeking this Court's approval of the Settlement.

On November 7, 2022, Plaintiff filed a Motion for Preliminary Approval of the Settlement. The Court entered the Preliminarily Approval Order on December 1, 2022. The Parties requested, and the Court entered, the January 18, 2023 amended Preliminary Approval Order, solely to change the Final Approval Hearing date to make sure the Notice Program could be completed in accordance with the terms of the Agreement.

Thereafter, the Parties worked to engage the services of a Settlement Administrator, who undertook a complex data analysis to identify all Settlement Class members and completed the Notices. Consistent with the Agreement's terms, the Notice Program was timely completed.

On April 3, 2023, the Parties jointly submitted a status report and moved to further extend the abatement of the appeal of the summary judgment order, which the Court of Appeals granted.

B. Class Counsel's Investigation

Before filing suit, Class Counsel spent many hours investigating the claims of several potential plaintiffs against Defendant. *See* Joint Declaration of Class Counsel ("Joint Decl."), attached as ***Exhibit B***, ¶16.[2] Class Counsel interviewed Plaintiff and gathered documents and information about Defendant's alleged conduct and its impact on Accountholders, essential to Class Counsel's ability to understand Defendant's alleged conduct, the material Account agreement language, and potential remedies. *Id.*

Class Counsel expended significant resources researching and developing the legal claims at issue. *Id.* ¶17. They are familiar with the claims as they have litigated and resolved many similar

[2] Class Counsel's co-counsel, Edwards Law Group, has separately submitted its own declaration ("Edwards Decl.") attesting to its attorneys' fees and costs. *See* ***Exhibit C*** attached.

cases. *Id.* Class Counsel understand the damages at issue, what information is critical in determining class membership, and what data is necessary to calculate each Settlement Class Member's damages. Class Counsel spent a significant amount of time analyzing data regarding Defendant's OD Fee and NSF Fee revenue to analyze the damages. *Id*.

Class Counsel also diligently worked to oppose Defendant's motion for summary judgment, preparing and filing detailed briefing, preparing for the summary judgment hearing, and attending that hearing. *Id*. ¶19. Following this Court's order granting summary judgment on all claims filed by Plaintiff, Class Counsel was required to evaluate Plaintiff's appellate prospects, and went forward to by filing Plaintiff's notice of appeal. *Id.* Class Counsel participated in the preliminary appellate matters and then complied with the Court of Appeals' order abating the Action for appellate mediation. *Id.* Class Counsel undertook further analysis of the merits of Plaintiff's class claims in preparation for mediation, working with Defendant's Counsel to obtain information to estimate class-wide damages. *Id.*

Consequently, Class Counsel, fully informed of the claims' merits, negotiated the Settlement during mediation while zealously advancing the position of Plaintiff and the members of the Settlement Classes and being fully prepared to continue to litigate rather than accept any settlement that was not in the best interest of Plaintiff and the Settlement Classes. *Id*. ¶20.

III. SUMMARY OF THE SETTLEMENT TERMS

A. The Settlement Classes

The below Settlement Classes are opt-out classes:

APPSN Fee Class
Those current or former Accountholders of Defendant who were assessed APPSN Fees. The APPSN Fee Class Period means the period from September 15, 2016, through and including September 30, 2022.

Multiple Fee Class

> Those current or former Accountholders of Defendant who were assessed Multiple Fees. The Multiple Fee Class Period means from September 15, 2016, through and including September 30, 2022.
>
> Excluded from the Settlement Classes are Defendant, its parents, subsidiaries, affiliates, officers, and directors; all Settlement Class members who make a timely election to be excluded, and all judges assigned to this litigation and their immediate family members.

Agreement ¶42.

An APPSN Fee means a fee that Defendant charged and did not refund on ATM transfers or point-of-sale debit card transactions, where there was a sufficient available balance at the time the transaction was authorized, but an insufficient available balance at the time the transaction was presented to Defendant for payment and posted to a APPSN Class Member's Account. *Id.* ¶4. A Multiple Fee means NSF Fees and OD Fees that were charged and not refunded for Automated Clearing House debits and check transactions that were re-submitted by a merchant after being returned by Defendant for insufficient funds. *Id.* ¶21.

B. Relief for the Benefit of The Settlement Class

1. Settlement Fund, Distribution and Allocation of Settlement Class Member Payments

Defendant will pay $1,600,000.00 into a Settlement Fund, allocated $992,000.00 (62%) for the APPSN Fee Class and $608,000.00 (38%) for the Multiple Fee Class. *Id.* ¶70.d. That fund will pay: (a) Settlement Class Member Payments; (b) any Service Award for the Class Representative; and (c) any attorneys' fees and costs awarded to Class Counsel. Agreement ¶51.a. Other than the obligation to pay the Settlement Administration Costs, the Defendant has no other payment obligations under the Settlement. *Id.* ¶52.

Settlement Class Members do not have to submit claims or take any other affirmative step to receive the Settlement benefits. Instead, no later than 10 days following the Effective Date of the Settlement, Defendant shall transfer to the Settlement Administrator the Net Settlement Fund

minus the Settlement Class Member Payments related to Account credits to be made by the Defendant to Settlement Class Members who are Current Accountholders. *Id.* ¶53. Within 30 days of the Effective Date, the Defendant will directly deposit funds into Current Accountholders' accounts and the Settlement Administrator will distribute funds by check to Past Accountholders. *Id.* ¶70.d.iii. The Settlement Administrator shall make reasonable efforts to locate the proper address for any check returned undeliverable and will re-mail a check once to the updated address. *Id.* Settlement Class Members shall have 180 days to negotiate checks. *Id.* Any checks uncashed after 180 days shall be distributed pursuant to the provisions regarding residual funds. *Id.*

All Settlement Class Members entitled to a Settlement Class Member Payment will receive a pro rata distribution from the Net Settlement Fund based on the number of APPSN Fees and/or Multiple Fees the Settlement Class Member paid during the Class Periods applying the stated formulas. *Id*. Because each Settlement Class Member's distribution amount is dependent on his or her specific Account activity, the number of Settlement Class Members, and the amount of attorneys' fees and costs awarded to Class Counsel and the Service Award to the Class Representative, it is not possible to determine the exact recovery for each Settlement Class Member until those calculations are performed.

2. Disposition Of Residual Funds

Within 7 days after the deadline to cash checks sent to Settlement Class Members, any residual funds shall be distributed by check to all Settlement Class Members who either cashed their checks or received an Account credit, unless the amount of residual funds is so small that it would be economically infeasible or impracticable to perform a secondary distribution. All costs associated with a secondary distribution are considered Settlement Administration Costs and payable by the Defendant and separate from the Settlement Fund. *Id.* ¶71.

If the amount of the residual funds is so small that a second distribution would be economically infeasible or impracticable, then, within 14 days after the deadline to cash checks sent to Settlement Class Members by the Settlement Administrator, Plaintiff shall apply to the Court for a *cy pres* payment to the recipient agreed to by the Parties. *Id.* ¶72. Any remaining amounts resulting from uncashed checks shall be distributed to the *cy pres* recipient approved by the Court. *Id.* Similarly, if there are residual funds remaining 90 days following a secondary distribution, then Plaintiffs shall apply to the Court for a *cy pres* payment to the recipient agreed to by the Parties. *Id.* Any remaining amounts resulting from uncashed checks shall be distributed to the *cy pres* recipient approved by the Court. *Id.*

c. Releases

In exchange for the Settlement benefits, all Settlement Class Members will be deemed to have released Defendant from the Released Claims as of the Effective Date. *Id.* ¶73.

IV. <u>ARGUMENT</u>

A. Texas Rule of Civil Procedure 42's Criteria Final Approval Are All Met

Class action suits furnish an efficient means for numerous claimants with a common complaint to obtain a remedy "[w]here it is not economically feasible to obtain relief within the traditional framework of a multiplicity of small individual suits for damages." *Deposit Guar. Nat'l Bank v. Roper*, 445 U.S. 326, 339 (1980). Under Texas Rule of Civil Procedure 42(e), the trial court is charged with the responsibility of determining that the settlement is fair, adequate, and reasonable. *Ball v. Farm Home Sav. Ass'n*, 747 S.W.2d 420, 423 (Tex. App. — Fort Worth 1988, writ denied). Court approval of class action settlements is guided by "the strong judicial policy favoring the resolution of disputes through settlement." *Hall v. Pedernales Elec. Co-op., Inc.*, 278 S.W.3d 536, 549 (Tex. App.—Austin 2009, no pet.); Rubenstein, Newberg on Class Actions

(Fifth) § 13:44 (2014) ("The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding lengthy trials and appeals.").

Rule 42 sets forth the requirements for class certification. "Because Rule 42 is patterned after Federal Rule of Civil Procedure 23, federal decisions and authorities interpreting current federal class action requirements are instructive." *Riemer v. State*, 392 S.W.3d 635, 639 (Tex. 2012); *see* Tex. R. Civ. P. 42. Approval of a settlement in a class action, including the determination of whether it is fair and equitable, is left to the sound discretion of the trial court." *Gen. Motors Corp. v. Bloyed*, 916 S.W.2d 949, 955 (Tex. 1996).

To guide a court's decision on whether to finally approve a settlement, the Texas Supreme Court listed the following factors in *Bloyed*, known as the *Ball* factors, that trial courts should consider: (1) whether the settlement was negotiated at arm's length or was a product of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings, including the status of discovery; (4) the factual and legal obstacles that could prevent the plaintiffs from prevailing on the merits; (5) the possible range of recovery and the certainty of damages; (6) the respective opinions of the participants, including class counsel, Class Representative, and the absent class members. *Bloyed*, 916 S.W.2d at 955 (citing *Ball*). This proposed Settlement meets all these criteria for final approval.

1. Ball Factor 1: The Settlement Was Negotiated at Arm's Length.

Regarding *Ball* factor 1, whether the settlement was negotiated at arm's length by experienced counsel, not only was it negotiated at arm's length and not the product of collusion, but it also is the result of an all-day arm's length mediation with the Honorable Caroline Baker (Ret.), a well-respected mediator. Joint Decl. ¶11. Courts have held that there is typically an initial presumption that a proposed settlement is fair and reasonable when it is the result of arm's-length

negotiations. *Harris v. Vector Mktg. Corp.*, 2011 U.S. Dist. LEXIS 48878 at *24 (N.D. Cal. Apr. 29, 2011) ("An initial presumption of fairness is usually involved if the settlement is recommended by class counsel after arm's-length bargaining."). This is even more so when a mediator was involved. *In re Viropharma Inc. Sec. Litig.*, No. CV 12-2714, 2016 WL 312108, at *8 (E.D. Pa. Jan. 25, 2016) (the "participation of an independent mediator in settlement negotiations virtually insures [sic] that the negotiations were conducted at arm's length and without collusion between the parties"). Where, as here, experienced counsel negotiated the settlement at arm's-length, a strong presumption is created that the compromise is fair and reasonable. *United States v. Texas Educ. Agency,* 679 F.2d 1104, 1108 (5th Cir. 1982).

2. Ball Factor 2: The Complexity, Expense, and Likely Duration of the Case

Regarding *Ball* factor 2, the complexity, expense, and likely duration of the case, this is an extremely complex case, not only being a consumer class action, but one involving the intersection of class action law with the laws governing financial institutions as well as contract interpretation law, complicated by the fact that Texas courts are not among the courts that have been receptive to class actions. Joint Decl. ¶ 27. It is likely it could have lasted years, and possibly even longer with appeals, with one already having been filed because this Court granted summary judgment dismissing the claims for both APPSN Fees and Multiple Fees. *Id.* ¶ 28. If that appeal went forward and resulted in reversal, and the case proceeded to a motion for class certification and trial, considerable time and resources would be expended, and the litigation costs alone would have been tens of thousands of dollars. *Id.* ¶ 29. This all supports approving the proposed Settlement.

3. Ball Factor 3: The Status of Proceedings and State of Discovery

Regarding *Ball* factor 3, the stage of proceedings and status of discovery, prior to the mediation in this matter, there was significant written discovery which produced hundreds of pages

of documents as well as the exchange of critical account information and data related to damages. Joint Decl. ¶ 30. Class Counsel retained Arthur Olsen, a preeminent data expert in bank account fee litigation, to cooperatively work with Defendant to analyze the transaction data to determine damages. *Id* ¶ 31. His work, along with Defendant's work, allowed the parties to identify the members of the Settlement Classes and their respective damages for which they will receive compensation from the Settlement should the Court grant Final Approval. As such, the Settlement reached is highly informed, both through formal and informal discovery. The Fifth Circuit has regularly affirmed the approval of a settlement agreement even when "very little formal discovery has been conducted," *Cotton v. Hinton*, 559 F.2d 1326, 1332 (5th Cir. 1977); *see also In re Chesapeake Energy Corp.*, 567 F. Supp. 3d at 779 (noting settlement can be approved under this factor even without much formal discovery where other sources of information is available). Here, the case was settled while the appeal of the summary judgment order was pending and after there was sufficient discovery, especially given Class Counsel's experience litigating dozens of cases challenging the account fees at issue in this Action.

4. Ball Factor 4: The Factual and Legal Obstacles

Regarding *Ball* factor 4, the factual and legal obstacles that could prevent the Plaintiff from prevailing on the merits, it must be noted that this Court fully granted Defendant's motion for summary judgment, interpreting the contract to permit the challenged APPSN Fees and Multiple Fees. Therefore, Plaintiff faced a real and existential risk that the case would not proceed in any fashion if the Court of Appeals might not reverse the summary judgment order. Even if it were to following appellate briefing, the Court might not certify one or both of the Settlement Classes, and the trier of fact might conclude that the contract language allowed the Defendant to charge the challenged fees in the manner it charged them. Joint Decl. ¶ 32. All of these facts further support

Final Approval of the Settlement. *See, e.g., Hall*, 278 S.W.3d at 551-552 (affirming settlement and observing, among other things, "the plaintiffs' chances of obtaining relief at trial are uncertain in light of the ... obstacles to plaintiffs' success on the merits" and noting that where "certainty of damages is elusive, this factor could reasonably support approval of settlement.").

5. Ball Factor 5: The Possible Range of Recovery and Certainty of Damages

Regarding *Ball* factor 5, the possible range of recovery and the certainty of damages, as stated, the Settlement being presented to the Court for Final Approval represents approximately 13% of the Relevant Fees at issue, an excellent result for the Settlement Classes, especially under the circumstances where summary judgment was granted against Plaintiff and that ruling is on appeal. Joint Decl. ¶ 33. Settlements are, of course, reasonable where plaintiffs recover only part of their actual losses. This factor looks at the range of possible damages that could be recovered at trial and evaluates the likelihood of success at trial to determine whether the settlement amount is a fair compromise within that range. *Johnson v. Scott*, 113 S.W.3d 366, 373-374 (Tex. App.—Beaumont 2003, writ denied); *ODonnell v. Harris Cty.*, No. H-16-1414, 2019 WL 6219933, at *13 (S.D. Tex. Nov. 21, 2019). "The question is not whether the parties have reached 'exactly the remedy they would have asked the Court to enter absent the settlement,' but instead 'whether the settlement's terms fall within a reasonable range of recovery, given the likelihood of the plaintiffs' success on the merits.'" *Id.* (citations omitted); *see also Parker v. Anderson*, 667 F.2d 1204, 1210 n.6 (5th Cir. 1982) (noting fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate, and that a settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery). Here, there is certainly a risk that Plaintiff and Settlement Class members would not prevail, and a substantial percentage recovery will be achieved by the Settlement.

6. Ball Factor 6: The Opinions of the Participants

Finally, regarding *Ball* factor 6, the respective opinions of the participants, including Class Counsel, the Class Representative, and the absent Settlement Class members. Class Counsel, as well as the Class Representative, are in favor of the proposed Settlement. Joint Decl. ¶¶ 34, 36-43. "As class counsel tends to be the most familiar with the intricacies of a class action lawsuit and settlement, 'the trial court is entitled to rely upon the judgment of experienced counsel for the parties.'" *Stott v. Capital Financial Services, Inc.*, 277 F.R.D. 316, 346 (N.D. Tex. 2011).

Further, Class Counsel are experienced in litigating consumer class actions involving alleged improper overdraft fees such as this, have investigated the factual and legal issues, and are in favor of the settlement. Joint Decl. ¶ 2-6, 42-43. "The endorsement of class counsel is entitled to deference, especially in light of class counsel's significant experience in complex civil litigation and their lengthy opportunity to evaluate the merits of the claims." *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 292 (W.D. Tex. 2007); *see also*, *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal. 1979) ("The recommendations of plaintiffs' counsel should be given a presumption of reasonableness.").

Finally, the reaction from Settlement Class members has been overwhelmingly positive. Specifically, although the time to opt-out of the proposed Settlement has not yet passed, currently only two of the approximately 95,000 Settlement Class members who received direct Notice have elected to opt-out. Admin Decl. ¶ 32. Further, and even more tellingly, to date there also has not been a single objection to the proposed Settlement. *Id.* [3] This all provides further reason for approval. *See In re Gen. Pub. Utils. Sec. Litig.,* 1983 WL 22362, at * 8 (D.N.J. Nov. 16, 1983) (lack of objections "on the most important reasons" supporting approval of class action settlement); *see also*, *Churchill*

[3] Following the deadline for opt-outs and objections, Class Counsel will update the Court as to whether anyone else has opted-out or if any objection is timely submitted.

*Vill., L.L.C. v. Gen. Elec.,*361 F.3d 566, 577 (9th Cir. 2004) (upholding district court's approval of class settlement with 45 objections and 500 opt-outs from a class of 90,000).

B. The Proposed Settlement Class Should Be Finally Certified

In granting Preliminary Approval, this Court already determined that the proposed Settlement class fulfills all the criteria for certification of a settlement class under the Texas Rule of Civil Procedure 42 and applicable case law. Specifically, the Court found the Settlement Classes were numerous as to make joinder impracticable; that there existed that common issues of law and fact; that these common issues predominated; that the claims of the Class Representative were typical of the Settlement Class members; that the Class Representative and Class Counsel had and would protect the interests of the Settlement Class members; and, that a class action is superior to other methods for adjudicating the controversy. These factors have only been substantiated with further evidence.

Regarding Rule 42(a)(1)'s numerosity requirement, the Settlement Administrator confirms Defendant's agreement that there are approximately 95,000 Settlement Class members. Admin. Decl. ¶ 21. Regarding Rule 42(a)(2)'s commonality requirement, it is not disputed that the liability theories underlying the class claims here involve a uniform account fee practices, and uniform contractual terms, raising common questions as to how the contract should be interpreted under Texas law for the APPSN Fee and Multiple Fee theories. "A single common question could provide adequate grounds for a class action." *Rio Grande Valley Gas Co. v. City of Pharr*, 962 S.W.2d 631, 641 (Tex. App.—Corpus Christi 1997). Regarding Rule 42(a)(3)'s typicality requirement, there is no dispute that the Class Representative's claims rest on the same legal theory as those of absent class members. Typicality is met when the class representative's claims rest on the same legal or remedial theory as those of absent class members. *Southwestern Bell Telephone*

Co. v. Marketing on Hold Inc., 308 S.W.3d 909, 920 (Tex. 2010). Finally, Rule 42(a)'s adequacy requirement also remains satisfied. The proposed Settlement Classes also satisfy Rule 42(b)(3)'s requirement for predominance, as resolution of whether the contract allowed the account fees in question would likely be dispositive of all class members' claims, and of superiority, as it is undisputed that each class member's claim is small, giving no incentive to Defendants' other Accountholders to pursue claims in separate litigation.

V. APPLICATION FOR ATTORNEYS' FEES, LITIGATION COSTS, AND SERVICE AWARD

Class Counsel requests that this Court grant the Plaintiff a $5,000.00 Service Award for serving as Class Representative. Joint Decl. ¶44. Plaintiff was integral to bringing this Action and to obtaining the Settlement for the Settlement Class and contributed significantly to its prosecution. *Id.* Defendant does not oppose the request for a Service Award. *Id*.

Class Counsel requests that this Court award them $533,280.00 for attorneys' fees and $30,992.58 for litigation costs. Joint Decl. ¶ 49, 51. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs incurred. *Id.* ¶ 48. Consequently, Class Counsel request that this Court grant attorneys' fees consistent with Texas Civil Practice and Remedies Code §26.003 and Tex. R. Civ. P. 42(h)-(i), plus reimbursement of reasonable costs incurred, to be paid from the Settlement Fund. Agreement ¶70. The Parties negotiated and reached agreement on attorneys' fees and costs only after agreeing on the Settlement's material terms. *Id*. Both are subject to this Court's approval and will compensate for the time, risk and expense Class Counsel incurred pursuing the Action *Id*.

A. The Attorneys' Fees Award

The Declaration of Jeremy Doyle ("Doyle Decl."), attached as ***Exhibit D***, sets forth in detail the criteria for an attorneys' fees awards in class actions in Texas state court, as well as the

legislative history leading to these criteria. Mr. Doyle is an experienced and seasoned lawyer in the region, who has deep knowledge of the local market, complex litigation, and Texas laws on attorneys' fees. Doyle Decl. ¶¶ 1-4. He opines both as to the reasonable hourly rates of Class Counsel and their staff and to the reasonableness of the hours spent litigating this Action. *See generally*, *id*.

The United States Supreme Court recognizes that "a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980).) This is a common fund case, as opposed to a fee-shifting case where the defendant pays attorneys' fees in addition to the damages. The Texas Supreme Court recognized in *Southwestern Refining Co., Inc. v. Bernal*: "When properly applied the class action device is unquestionably a valuable tool in protecting the rights of our citizens." 22 S.W.3d 425, 439 (Tex. 2000).

The rule on class action fees as adopted by the Texas Supreme Court thus reads as follows:

> In awarding attorney fees, the court must first determine a lodestar figure by multiplying the number of hours reasonably worked times a reasonably hourly rate. The attorney fees award must be in the range of 25% to 400% of the lodestar figure. In making these determinations, the court must consider the factors specified in Rule 1.04 (b), Tex. Disciplinary R. Prof. Conduct.

Tex. R. Civ. P. 42(i)(1) (amended by order of Oct. 9, 2003). Rule 42(i) incorporates Texas Disciplinary Rules of Professional Conduct 1.04(b):

> (b) Factors that may be considered in determining the reasonableness of a fee include, but not to the exclusion of other relevant factors, the following:
>
> (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
> (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
> (3) the fee customarily charged in the locality for similar legal services;
> (4) the amount involved and the results obtained;
> (5) the time limitations imposed by the client or by the circumstances;

(6) the nature and length of the professional relationship with the client;
(7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
(8) whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Class Counsel seeks attorneys' fees of $533,280.00, and Defendant does not oppose this request. Joint Decl. ¶ 51. The application for this award is based on the lodestar method required by Tex. R. Civ. R. 42. The lodestar figure is $292,573.95, based upon 396.85 hours. Joint Decl. ¶55. The requested multiplier of approximately 1.8 falls within Rule 42's parameters. Joint Decl. ¶ 55; Doyle Decl. ¶¶37-38.[4] The below analysis demonstrates why this amount is appropriate under the relevant factors and the requested attorneys' fees should be awarded.

1. The Fee Was Contingent on Results Obtained

Class Counsel undertook this case on a contingent basis, with the understanding that Class Counsel would not be compensated unless the case was successful. Joint Decl. ¶ 52. Further, to date Class Counsel has not been paid for its time spent litigating this Action. *Id*. ¶ 53. Texas courts have consistently allowed the use of a multiplier based upon the contingent nature of a fee. *See, e.g., La Ventana Ranch Owners' Ass'n, Inc. v. Davis*, 363 S.W.3d 632, 650 (Tex. App.—Austin 2011, pet. Denied); *Dillard Dep't Stores, Inc. v. Gonzales*, 72 S.W.3d 398, 412-413 (Tex. App.—El Paso 2002, pet. Denied).

In taking on this representation, Class Counsel assumed significant risk. Doyle Decl. ¶¶22, 25. Rewarding risk particularly makes sense in class actions, even relative to other contingent cases. *Id.* ¶23. A 2010 empirical study of attorneys' fees in class actions categorized class actions

[4] Class Counsel anticipate spending an additional 50 hours at the rate of $829.00 per hour to prepare for and attend the Final Approval Hearing and to work with the Settlement Administrator and Defendant's Counsel to administer the Settlement following Final Approval, which amounts to an additional $41,450.00. Joint Decl. ¶ 51. Inclusive of those additional hours, which reasonably can be expected to be incurred from today through the completion of Settlement administration, the multiplier would be 1.6. *Id.* ¶ 55.

by risk level and found that "standards applied to attorney fees uniformly indicate that greater risk warrants an increased fee." Theodore Eisenberg & Geoffrey P. Miller, Attorney Fees and Expenses in Class Action Settlements: 1993-2008, 7 J. EMPIRICAL LEGAL STUD. 248, 265 (2010). This study also found that courts systematically rewarded that incurrence of risk. *Id*.

Only one class certification has been acted upon favorably by the Texas Supreme Court. *Riemer v. State*, 392 S.W.3d 635 (Tex. 2013). Doyle Decl. ¶24. In another case, one of three subclasses survived Supreme Court review. *Bowder v. Phillips Petroleum Co*., 247 S.W.3d 690, 694 (Tex. 2008). In every other case where the Texas Supreme Court examined class certification, it decertified the class. *Southwestern Refin. Co., Inc. v. Bernal*, 22 S.W.3d 425, 428 (Tex. 2000); *Intratex Gas Co. v. Beeson*, 22 S.W.3d 398, 400 (Tex. 2000); *Ford Motor Co. v. Sheldon*, 22 S.W.3d 444, 447 (Tex. 2000); *Henry Schein, Inc. v. Stromboe*, 102 S.W.3d 675, 679 (Tex. 2002); *Union Pac. Res. Grp., Inc. v. Hankins*, 111 S.W.3d 69, 70 (Tex. 2003); *North Am. Mortg. Co. v. O'Hara*, 153 S.W.3d 43, 45 (Tex. 2004) (per curiam); *Compaq Comput. Corp. v. Lapray*, 135 S.W.3d 657, 661 (Tex. 2004) (); *State Farm Mut. Auto. Ins. Co. v. Lopez*, 156 S.W.3d 550, 551-552 (Tex. 2004); *Snyder Communc'ns, L.P. v. Magaña*, 142 S.W.3d 295, 296 (Tex. 2004) (per curiam); *BMG Direct Mktg., Inc. v. Peake*, 178 S.W. 3d 763, 765-766 (Tex. 2005); *National W. Life Ins. Co. v. Rowe*, 164 S.W.3d 389, 390 (Tex. 2005) (per curiam); *Daimler Chrysler Corp. v. Inman*, 252 S.W.3d 299, 301 (Tex. 2008); *Exxon Mobil Corp. v. Gill*, 299 S.W. 3d 124, 129 (Tex. 2009) (per curiam); *Southwestern Bell Tel. Co. v. Marketing on Hold, Inc*., 308 S.W.3d 909, 913 (Tex. 2010); *Stonebridge Life Ins. Co. v. Pitts*, 236 S. W.3d 201, 203 (Tex. 2017) (per curiam).

Further underscoring the risk in taking on this case is that similar class-action cases have been rejected by trial courts in Texas on the merits. Doyle Decl. ¶25. In Texas state court, plaintiffs have lost on the merits at summary judgment in three other bank fee class actions. *Walsh v.*

Randolph Brooks Federal Credit Union, No. 16-2339-CV (25th Dist. Ct. Guadalupe County, Sept. 20, 2017); *Williams v. Happy State Bank*, No. 44794 (84th Dist. Ct. Hutchinson County, Nov. 30, 2021); *Coats v. City Nat'l Bank of Sulphur Springs*, No. CV-44926 (62nd Dist. Ct. Hopkins County, Apr. 18, 2022). Further, the federal district court in Corpus Christi recently granted a credit union defendant's motion to dismiss in another overdraft fee class action. *Ross v. NavyArmy Cmty. Credit Union*, No. 2:21-CV-168, 2022 WL 100110 (S.D. Tex. Jan. 11, 2022).

The economic rationale for fee enhancement in contingency cases has been explained as follows:

> A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans. (Posner, Economic Analysis of Law (4th ed. 1992) pp. 534, 567.)

Therefore, not only was this case contingent on the results obtained, but the contingency was substantially riskier than in a non-class case. Doyle Decl. ¶22-25. The risk became greater when Plaintiff was forced to appeal this Court's summary judgment ruling.

2. The Results Obtained

In addition to the considerable risk, the result obtained for class members is very fair. The Settlement Fund therefore represents approximately 13% of Settlement Class members' most likely recoverable damages. Joint Decl. ¶ 36. That figure represents a strong recovery. By comparison, a recent study found the median ratio of settlement to investor losses in securities class actions in the last five years ranged from 1.6% to 2.5%. NERA Economic Consulting, Recent Trends in Securities Class Litigation: 2021 Full-Year Review 24 (Jan. 25, 2022), available at https://www.nera.com/publications/archive/2022/recent-trends-in-securities-class-action-litigation--2021-full-y.html.

Further, the proposed Settlement is especially advantageous for the Settlement Classes because it avoids any appeals that could have prolonged this action for years. Doyle Decl. ¶28. Additionally, the manner of distribution here is very consumer friendly: every class member will receive compensation, and no class member will need to file any claim forms. Agreement ¶59. Current Accountholders will receive direct deposits and Past Accountholders will have checks mailed to them. *Id*. As a further benefit to the Class, the court appointed Settlement Administrator, Epiq Class Action & Claims Solutions, Inc., will be paid separately by the Defendant, rather than from the Settlement Fund. Joint Decl. ¶61.

3. The Preclusion of Employment.

Preclusion of other employment is an additional factor that can be considered by the Court when arriving at an appropriate multiplier. Texas Disciplinary Rules of Professional Conduct 1.04(b)(2). This applies here, as taking this case has precluded Class Counsel from taking other work. The time spent on this matter by the firm's attorneys and their staff has required considerable work that could have, and would have, been spent on other billable matters. Joint Decl. ¶ 60. As a result of having accepted and been devoted to this case, it is Class Counsel's informed belief that the firms wound up not representing parties in cases it otherwise would have, and which in our opinion likely would have compensated this firm at its hourly rates requested in this matter. *Id.* In other words, if Class Counsel had not taken this case, it could have taken other cases, including in jurisdiction perceived as more favorable to class actions, or commercial work with guaranteed hourly payments, and been paid for those cases. Doyle Decl. ¶32.

4. The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly

The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly are factors which the Court may consider. Rule

1.04(b)(1). The time and labor required on this case was substantial, and documents showing the attorneys who performed the work, the date the work was performed, the specific nature of each task performed, and the amount of time spent on each task, are verified, authenticated, and filed with this Court. *See generally* Joint Decl.; Edwards Decl. Further, the Court can see Class Counsel's expertise in this highly specialized area. Joint Decl. ¶¶ 2-6; 42-43. The result obtained in obtaining a recovery despite the hostility of Texas law to class actions and the challenge presented from the Court's summary judgment ruling in this Action also speaks to the skill that was required on behalf of Class Counsel to achieve the instant settlement while the case was on appeal. Doyle Decl. ¶¶26-30.

5. The fee customarily charged in the locality for similar legal services

Rule 1.04(b)(3) allows the Court to consider the fee customarily charged in the locality for similar legal services. *In El Apple I, Ltd. v. Olivas*, 370 S.W.3d 757 (Tex. 2012), the Supreme Court made clear the information required by a trial court to properly evaluate a lodestar, and all of this information, and more is provided by the accompanying declarations, and exhibits thereto, of Class Counsel and the Edwards Law Group. *See generally* Joint Decl.; Edwards Decl.; *see also* Doyle Decl. ¶10. Further, the fee application here is not contested, and an attorney's requested hourly rate is prima facie reasonable when he requests that the lodestar be computed at his or her customary billing rate, the rate is within the range of prevailing market rates, and the rate is not contested. *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig*., 851 F. Supp. 2d 1040, 1087 (S.D. Tex. 2012) (citation omitted).

6. Multipliers in Other Cases

Examining multipliers in other cases demonstrates that the multiplier sought here is far and reasonable. Doyle Decl. ¶33-37. Here, Class Counsel seeks only a multiplier of 1.8 which is

reasonable under the circumstances and the governing law. *Id.* ¶37. While Rule 42 caps class-action multipliers in Texas at 4.0, courts in other jurisdictions that are not similarly constrained have recently approved multipliers in consumer class actions involving alleged improper bank or credit union fees in multipliers far exceeding that. Doyle Decl. ¶¶34-36. For example, recently, in a class action in federal court in North Carolina involving bank fees, a lodestar cross-check of a fee award under the percentage method resulted in a 6.75 multiplier. *Morris v. Bank of America*, N.A., No. 3:18-CV- 157-RJC-DSC, 2022 WL 214130 (W.D.N.C. Jan. 21, 2022). In 2019, Class Counsel in another class action involving overdraft fees was awarded $6,125,000.00 in attorneys' fees under the percentage method, where the federal district judge noted that "a lodestar cross-check would likely result in a multiplier of around 10.96." *Lloyd v. Navy Federal Credit Union*, No. 17-cv- 1280-BAS-RBB, 2019 WL 2269958 (S.D. Cal. May 28, 2019). In another class action where the percentage method was used to calculate attorneys' fees, objectors argued that the fee sought was unreasonable because it represented a multiple of 18–19 times the $10 million lodestar and, consequently, it should be reduced after a cross-check of the percentage. The Court of Federal Claims rejected this challenge, noting "a multiplier of 18–19 would, at least, not be outside the realm of reasonableness." *Health Republic Ins. Co. v. United States*, 156 Fed. Cl. 67, 82 (2021).

In Texas state court, in the *Geter v. Farmers Group, Inc.* class action, the 172nd District Court in Jefferson County used a 3.75 multiplier under the fee-shifting Texas Declaratory Judgment Act noting, "In this kind of case, i.e., a contingent fee case, it would be customary to include a multiplier." Cause No. E-167,872, 2017 WL 8231801. (172nd Dist. Ct., Jefferson County, Tex. Oct. 24, 2017).[5] *see also One Beacon Ins. Co. v. T. Wade Welch & Assocs.*, 2015

[5] Subsequently, in an appeal on other grounds, the Court of Appeals affirmed the award of attorneys' fees, and the Supreme Court later partially reversed on other grounds also unrelated to the multiplier. *Farmers Group, Inc. v. Geter*, No. 13-18-00187-CV, 2019 WL 5076510 (Tex. App.—Corpus Christi-Edinburg, Oct. 10, 2019) (mem. op.), aff'd in part, rev'd in part, 620 S.W.

WL 5021954 (S.D. Tex., Aug. 24, 2015) (multiplier of 3.0 used in fee-shifting case under the Texas Insurance Code and Texas Civil Practice and Remedies Code ch. 38.).

Thus, as Mr. Doyle attests, "When considering the results obtained, it's important to remember that Texas is not a fertile ground for class actions. This makes the settlement obtained by Class Counsel even more laudatory." Doyle Decl. ¶30. And, "In my opinion, Class Counsel's and Edwards Law Group's attorneys' fees request of $533,280.00, including the request for a multiplier of approximately 1.8 is permitted under Tex. R. Civ. P. 42 and is reasonable under the circumstances of this case. The evidence supports this award." Doyle Decl. ¶38. The multiplier is a reasonably 1.6, if the Court considers work yet to be performed. Joint Decl. ¶ 55.

B. Litigation Costs

Additionally, Class Counsel also seeks a total of $30,992.58 in reimbursement of litigation costs. These include expert consultant costs, court costs, and mediation costs. An attorney may recover costs of these types under Rule 42(h).

C. Service Award for the Class Representative

Plaintiff also respectfully requests a reasonable $5,000.00 Service Award for serving as the Class Representative. Courts have approved much larger service awards, and the requested award is appropriate under the circumstances.

Ms. Meier was very involved in the case, and a major benefit to its prosecution. Joint Decl. ¶ 45. She worked at all times with Class Counsel, including strategizing, obtaining documents as requested, engaging in discussions, including those related to the mediation, and reviewing the Agreement. *Id*.

While Plaintiff seeks a $5,000.00 award, numerous district courts have approved a $15,000

3d 702 (Tex. 2021).

service award or higher. *See, e.g., Glass v. UBS Fin. Servs., Inc.*, No. C-06-4068 MMC, 2007 WL 221862, at *17 (N.D. Cal. Jan. 26, 2007) (approving payments of $25,000 to each of four named plaintiffs, who, inter alia, "provided a great deal of informal discovery to Class Counsel" and "provided additional relevant detail at the final fairness hearing"; *Singer v. Becton Dickinson & Co.*, No. 08-CV-821 - IEG (BLM), 2009 U.S. Dist. LEXIS 114547, at *13 (S.D. Cal. Dec. 9, 2009) ([T]he $25,000.00 service enhancement award to Plaintiff Singer appears to be reasonable in light of his efforts on behalf of the Settlement Group Members."). In other overdraft fee class actions, the following higher service awards were approved: *Smith v. Bank of Hawaii*, Case No. 1:16-CV-00513 JMS-WRP, Docket No. 233 (D. Haw. Dec. 22, 2020) ($15,000 service award); *Story v. SEFCU*, Case No. 1:18-CV-764 (MAD/DJS), Docket No. 77 (N.D.N.Y. Feb. 25, 2021) ($15,000 service award to each of the three class representatives); *Bowens v. Mazuma Credit Union*, Case No. 1:15-cv- 01208-GJQ-RSK, Docket No. 70 (W.D. Mich. Oct. 23, 2019) ($12,000 service award).

Ms. Meier was essential to the success of this case. She not only agreed to initiate the Action on behalf of what turned about to be approximately 95,000 similarly situated Accountholders by being named Plaintiff in this suit, but she spent substantial time and energy prosecuting the Action. Joint Decl. ¶46. Plaintiff invested significant time in this case and risked her reputation in doing so, by publicly disclosing her personal financial difficulties, creating notoriety regardless of her success on the claims. Had she failed, she created risk to her reputation. *Id.*

VI. <u>APPROVAL OF DEFENDANT'S PAYMENT OF SETTLEMENT ADMINISTRATION COSTS</u>

The Agreement includes Defendant's obligation to pay all Settlement Administration Costs. Agreement ¶ 51(b). That includes payment of the Notice Program costs, and the overall

administration of the Settlement. These costs are not to be paid from the Settlement Fund, which is an added benefit to the Settlement Classes because their recovery from the Net Settlement Fund is not impacted. Joint Decl. ¶ 61. As part of its Final Approval of the Settlement, this Court should note its approval of Defendant's separate payment of the Settlement Administration Costs pursuant to the terms of the Agreement.

VII. CONCLUSION

Plaintiff respectfully requests that the Court grant Final Approval of the Settlement, award Class Counsel $533,280 for attorney's fees and $30,992.58 for litigation costs, award a $5,000.00 a Service Award to the Class Representative, and approval of Defendant's separate payment of approval of the Settlement Administrator's Costs. A proposed Final Approval Order is attached hereto as ***Exhibit F***.

Dated: April 7, 2023

Respectfully submitted,

THE EDWARDS LAW GROUP
The Haehnel Building
1101 E. 11th Street
Austin, TX 78702
Tel. 512-623-7727
Fax. 512-623-7729

By /s/ Jeff Edwards
Jeff Edwards
State Bar No. 24014406
jeff@edwards-law.com
Michael Singley
State Bar No. 00794642
mike@edwards-law.com
David James
State Bar No. 24092572
david@edwards-law.com

Jeff Ostrow (*pro hac vice*)
Jonathan M. Streisfeld (*pro hac vice*)
KOPELOWITZ OSTROW P.A.
One West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
Telephone: 954-525-4100
ostrow@kolawyers.com
streisfeld@kolawyers.com
Jeffrey D. Kaliel (*pro hac vice*)
KALIELGOLD PLLC
1100 15th St. NW 4th Floor
Washington, D.C. 20005
Tel: (202) 350-4783
jkaliel@kalielpllc.com

EXHIBIT A

CAUSE NO. 109569-CV

CARRIE MEIER, on behalf of herself and all persons similarly situated, Plaintiff, v. PROSPERITY BANK, Defendant.	IN THE DISTRICT COURT BRAZORIA, TEXAS 239TH JUDICIAL DISTRICT

SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement ("Settlement" or "Agreement"),[1] dated as of July 7, 2022, is entered into by Plaintiff Carrie Meier, both individually and on behalf of the Settlement Classes, and Defendant Prosperity Bank. The Parties hereby agree to the following terms in full settlement of the Action , subject to a Final Approval Order entered by the Court.

I. Procedural History and Recitals

1. Plaintiff filed her Class Action Petition on September 15, 2020, asserting a claim for breach of contract based upon Prosperity's assessment of APPSN Fees on debit card transactions. On December 17, 2020, Plaintiff filed her First Amended Class Action Petition asserting a claim for breach of contract based upon Prosperity's assessment of APPSN Fees on debit card transactions as well as Prosperity's assessment of Multiple Fees on a single transaction presented more than one time for payment. Prosperity filed its Answer to Plaintiff's First Amended Class Action Petition on January 25, 2021.

2. On January 25, 2021, Plaintiff served Prosperity with her first set of discovery

[1] All capitalized terms herein have the meanings ascribed to them in Section II below or other places in the Agreement.

requests, including document requests and interrogatories, to which Prosperity served its responses and objections on March 10, 2021. On April 22, 2021, the Parties filed a Joint Motion for Entry of Confidentiality and Protective Order. Prosperity produced approximately 900 pages of documents, and the Parties have conferred regarding the data available to support the calculations of the damages alleged.

3. On April 20, 2021, Prosperity filed a Motion for Summary Judgment. Plaintiff filed her Opposition on June 22, 2021, and simultaneously filed her Second Amended Class Action Petition to correct a scrivener's error. The summary judgment hearing took place on June 29, 2021. This Court granted summary judgment for Prosperity on August 2, 2021. On August 30, 2021, Plaintiff filed a timely notice of appeal.

4. Before any appellate briefing occurred, on September 30, 2021, the Fourteenth Court of Appeals issued an abatement order and referred the parties to mediation. Following informal discussions between the Parties' counsel on the appellate issues and Plaintiff's intent to seek a class settlement at mediation, the Parties scheduled mediation with a well-regarded and experienced class action mediator, Hon. Caroline Baker (Ret.) of Baker Mediation, LLC. Class Counsel prepared a detailed, confidential mediation statement. In preparation for mediation, the Parties' counsel conferred on Prosperity's estimation of the total amount of fees that are the subject of Plaintiff's claims in the Action.

5. The Parties participated in a lengthy private mediation session on February 28, 2022, which successfully resulted in the Parties reaching an agreement in principle on the terms of a mediated settlement that would resolve Plaintiff's claims and those of the putative classes.

6. To calculate the Settlement Classes' most probable damages were the case to be tried, and identify the members of the Settlement Classes, Prosperity will analyze the transaction

data and will work cooperatively with an expert retained by Plaintiff. The expert, Arthur Olsen, is a recognized expert in bank overdraft fee litigation.

7. On March 14, 2022, the Parties filed a Joint Motion for Extension of Abatement Period and for Remand with the Court of Appeals to extend the abatement period in the appeal and to remand jurisdiction to this Court to review and approve this Settlement. On March 22, 2022, the Court of Appeals granted that Joint Motion.

8. The Parties now agree to settle the Action entirely, without any admission of liability, with respect to all Released Claims of the Releasing Parties. Prosperity has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Petition, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Prosperity does not in any way acknowledge, admit to, or concede any of the allegations made in the Petitions, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Petitions. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to liquidate and recover on the claims asserted in the Petitions, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede the claims alleged in the Petitions lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Prosperity, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the

receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

1. "Account" means any checking account maintained by Defendant.

2. "Accountholder" means any person or business that has or had any interest, whether legal or equitable, in an Account during the Class Periods.

3. "Action" or means *Carrie Meier v. Prosperity Bank*, Cause No. 109569-CV, pending in the 239th Judicial District for Brazoria County, Texas.[1]

4. "APPSN Fees" means fees that Defendant charged and did not refund on ATM transfers or point-of-sale debit card transactions, where there was a sufficient available balance at the time the transaction was authorized, but an insufficient available balance at the time the transaction was presented to Defendant for payment and posted to a APPSN Class Member's Account.

5. "APPSN Fee Class" means those current or former Accountholders of Defendant who were assessed APPSN Fees.

6. "APPSN Fee Class Period" means the period from September 15, 2016, through and including September 30, 2022.

7. "Complaints" means the Class Action Petition, the First Amended Class Action Petition, and the Second Amended Class Action Petition filed in the Action.

---

[1] As noted above, the Action was appealed by Plaintiff to the Fourteenth Court of Appeals (Case No. 14-21-00493-CV). By joint motion of the Parties, the appeal was abated and the Action was remanded to the 239th Judicial District for Brazoria County, Texas to effectuate the terms of the mediated settlement agreement in principle.

8. “Class Counsel” means:

KOPELOWITZ OSTROW P.A.
Jeff Ostrow, Esq.
Jonathan M. Streisfeld, Esq.
1 West Las Olas Blvd.
Suite 500
Fort Lauderdale, FL 33301

KALIEL GOLD PLLC
Jeffrey Kaliel, Esq.
1100 15th Street NW, 4th Floor
Washington, DC 20005

9. “Class Periods” means the APPSN Fee Class Period and the Multiple Fee Class Period.

10. “Class Representative” means Carrie Meier.

11. “Court” means the 239th Judicial District Court for Brazoria County, Texas.

12. “Current Accountholder” means a Settlement Class Member who is an Accountholder of Defendant as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement.

13. “Defendant” means Prosperity Bank.

14. “Defendant’s Counsel” means:

Bracewell LLP
Bryan S. Dumesnil
Nancy McEvily Davis
711 Louisiana, Suite 2300
Houston, Texas 77002

15. “Effective Date” means 5 days after the entry of the Final Approval Order provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order,

then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after entry of a dismissal of the appeal.

16. "Email Notice" means a short form of notice that shall be sent by email to Current Accountholders who agreed to receive Account statements by email substantially in the form attached as ***Exhibit 1***.

17. "Final Approval" means the date that the Court enters the Final Approval Order.

18. "Final Approval Hearing" is the hearing held before the Court during which the Court will consider granting Final Approval to the Settlement and further determine the amount of attorneys' fees and costs awarded to Class Counsel.

19. "Final Approval Order" means the final order that the Court enters granting Final Approval to the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded.

20. "Long Form Notice" means the form of notice that shall be posted on the Settlement Website created by the Settlement Administrator and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator in substantially the form attached as ***Exhibit 2***.

21. "Multiple Fee" shall mean NSF Fees and OD Fees that were charged and not refunded for Automated Clearing House debits and check transactions that were re-submitted by a merchant after being returned by Defendant for insufficient funds.

22. "Multiple Fee Class" shall mean those current or former Accountholders of Defendant who were assessed multiple fees.

23. "Multiple Fee Class Period" means the period from September 15, 2016, through September 30, 2022.

24. "Net Settlement Fund" means the Settlement Fund, minus any Court-approved Service Award to the Class Representative and any attorneys' fees and costs awarded to Class Counsel.

25. "Notice" means the Email Notice, Long Form Notice, and Postcard Notice that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement.

26. "Notice Program" means the methods provided for in this Agreement for giving the Notice and consists of Email Notice, Postcard Notice, and Long Form Notice, which shall be substantially in the forms as the exhibits attached to this Agreement.

27. "NSF Fee" means any non-sufficient funds fee or fees assessed to an Accountholder of an Account for items returned when the Account has insufficient funds.

28. "Objection Period" means the period that begins the day after the earliest date on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing. The deadline for the Objection Period shall be specified in the Notice.

29. "Opt-Out Period" means the period that begins the day after the earliest date on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing. The deadline for the Opt-Out Period shall be specified in the Notice.

30. "Overdraft Fee" or "OD Fee" means any fee or fees assessed to an Accountholder for items paid when the Account had insufficient funds.

31. "Party" means each of the Plaintiff and Defendant, and "Parties" means Plaintiff and Defendant collectively.

32. "Past Accountholder" means a Settlement Class Member who is not an Accountholder of Defendant as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement.

33. "Plaintiff" means Carrie Meier.

34. "Postcard Notice" shall mean the short form of notice that shall be sent by mail to Current Accountholders who have not agreed to receive notices by email, Past Accountholders, or for whom the Settlement Administrator is unable to send Email Notice using the email address provided by Defendant, substantially in the form attached as ***Exhibit 1***.

35. "Preliminary Approval" means the date that the Court enters an order preliminarily approving the Settlement, substantially in the form of the exhibit attached to the motion for Preliminary Approval.

36. "Preliminary Approval Order" means the order granting Preliminary Approval of this Settlement.

37. "Releasing Parties" means Plaintiff and all Settlement Class Members, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by entireties, agents, attorneys, and all those who claim through them or on their behalf.

38. "Relevant Fees" means APPSN Fees and/or Multiple Fees.

39. "Service Award" means the payment that Class Counsel requests that the Court award the Plaintiff for serving as the Class Representative.

40. "Settlement Administrator" means Epiq Systems, Inc. Class Counsel and Defendant may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily

or finally. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

41. "Settlement Administration Costs" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

42. "Settlement Class" or "Settlement Classes" means all current and former Accountholders of Defendant with one or more Accounts, who were charged at least one Relevant Fee during the Class Periods. It includes both the APPSN Fee Class and the Multiple Fee Class. Excluded from the Settlement Class or Settlement Classes is Defendant, its parents, subsidiaries, affiliates, officers, and directors; all Settlement Class members who make a timely election to be excluded; and all judges assigned to this litigation and their immediate family members.

43. "Settlement Class Member" means any member of one or both of the Settlement Classes who has not opted-out of the Settlement and who is entitled to the benefits of the Settlement, including a Settlement Class Member Payment.

44. "Settlement Class Member Payment" means the cash distribution that will be made from the Net Settlement Fund to each Settlement Class Member, pursuant to the allocation terms of the Settlement.

45. "Settlement Fund" means the $1,600,000.00 cash fund Defendant is obligated to pay under the terms of this Settlement.

46. "Settlement Website" means the website that the Settlement Administrator will establish as a means for Settlement Class members to obtain notice of and information about the Settlement, including hyperlinked access to this Agreement, the Long Form Notice, Preliminary Approval Order, and such other documents as the Parties agree to post or that the Court orders

posted on the website. These documents shall remain on the Settlement Website for at least six months after Final Approval.

47. "Value of the Settlement" means the amount of the Settlement Fund, plus the Settlement Administration Costs.

III. Modification of Disclosures

48. Defendant agrees to modify its disclosures to better inform Accountholders and future customers regarding the assessment of NSF and OD Fees.

IV. Calculation of APPSN Fees and Multiple Fees

49. Defendant and Plaintiff shall work cooperatively and in good faith to identify APPSN Fees, and Multiple Fees for the Class Periods. Defendant shall provide information to Plaintiff's expert sufficient to allow Plaintiff's expert to confirm the process for identifying members of the Settlement Classes and confirm the calculation of the APPSN Fees for the APPSN Fee Class Period and the Multiple Fees for the Multiple Fee Class Period. Defendant shall provide Class Counsel and the Settlement Administrator with a list of all members of the Settlement Classes and the amount that each was assessed during the APPSN Fee Class Period and the Multiple Fee Class Period.

V. Certification of the Settlement Class

50. Plaintiff shall propose and recommend to the Court that the Settlement Classes be certified for settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a

liability class in the Action.

VI. Settlement Consideration

51. Settlement consideration consists of:

a. The cash Settlement Fund in the amount of $1,600,000.00. The Settlement Fund shall be used to pay: (1) any Service Award to the Class Representative; (2) any attorneys' fees and costs awarded to Class Counsel; and (3) all Settlement Class Member Payments; and

b. All Settlement Administration Costs.

52. Other than the payments described in this Section VI, Defendant shall not be required to make any other payments as part of this Settlement.

53. Within 10 days following the Effective Date, Defendant shall transfer to the Settlement Administrator the Net Settlement Fund minus the amount of Settlement Class Member Payments related to Account credits to be made by the Defendant to Settlement Class Members who are Current Accountholders.

54. For avoidance of doubt, it is agreed by the Parties that a Settlement Class Member may be in both Settlement Classes and qualify for a Settlement Class Member Payment as a member of each.

VII. Settlement Approval

55. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for a Preliminary Approval Order. The proposed Preliminary Approval Order shall be attached to the motion, or otherwise filed with the Court, and shall be in a form agreed to by Class Counsel and Defendant.

56. The motion for Preliminary Approval shall, among other things, request that the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair,

adequate, and reasonable; (2) provisionally certify the Settlement Classes for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the procedures set forth herein for members to exclude themselves from the Settlement Classes or for Settlement Class Members to object to the Settlement; (5) stay the Action pending Final Approval of the Settlement; and (6) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel's application for attorneys' fees and costs.

VIII. Settlement Administrator

57. Although the Defendant is paying the Settlement Administration Costs, the Parties shall jointly oversee the Settlement Administrator.

58. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and distributing the Net Settlement Fund (minus those Settlement Class Member Payments that are to be directly deposited) as provided herein.

59. The duties of the Settlement Administrator are as follows:

a. Use the name and address information for Settlement Class members provided by Defendant in connection with the Notice Program approved by the Court, for the purpose of distributing the Postcard Notice and Email Notice, and later mailing Settlement Class Member Payments to Past Accountholder Settlement Class Members and to Current Accountholder Settlement Class Members where it is not feasible or reasonable

for Defendant to make the Settlement Class Member Payments by a credit to the Current Settlement Class Members' Accounts;

b. Establish and maintain a post office box for opt-out requests from the Settlement Class;

c. Establish and maintain the Settlement Website;

d. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

e. Respond to any mailed Settlement Class member inquiries;

f. Process all opt-out requests from the Settlement Classes;

g. Provide weekly reports to Class Counsel and Defendant that summarizes the number of requests for exclusion received that week, the total number of exclusion requests received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, prepare a declaration to submit to the Court confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Classes, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Distribute Settlement Class Member Payments by check to Past Accountholder Settlement Class Members and Current Accountholder Settlement Class Members who are unable to receive credits;

j. Provide to Defendant the amount of the Settlement Class Member Payments to Current Accountholder Settlement Class Members and instruct Defendant to initiate the direct deposit or credit of Settlement Class Member Payments to Current Accountholder Settlement Class Members.

k. Pay invoices, expenses, and costs approved by the Court from the Settlement Fund upon approval by Class Counsel and Defendant, as provided in this Agreement; and

l. Any other Settlement Administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been distributed.

IX. Notice to Settlement Class Members

60. Beginning no later than 75 days following entry of the Preliminary Approval Order, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court. The Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class members may opt-out of the Settlement Class; a date by which Settlement Class Members may object to the Settlement and/or to Class Counsel's application for a Service Award or attorneys' fees and costs; the date upon which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include Defendant's logo or trademarks or the return

address of Defendant, or otherwise be styled to appear to originate from Defendant. Within a reasonable time before initiating the Email Notice and Postcard Notice, the Settlement Administrator shall establish the Settlement Website.

61. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request for exclusion to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must state the Settlement Class member's name, the last four digits of the Account number(s), address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement. If an Account has more than one Accountholder, and if one Accountholder excludes himself, herself, or itself from the Settlement Class, then all Accountholders on that Account shall be deemed to have opted-out of the Settlement with respect to that Account, and no Accountholder shall be entitled to a payment under the Settlement.

62. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for a Service Award or attorneys' fees and costs, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections to the Settlement, and to the application for Service Award or attorneys' fees and costs, must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the

last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

63. For an objection to be considered by the Court, the objection must also set forth:

a. the name of the Action;

b. the objector's full name, mailing address, telephone number, and email address (if any);

c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law

firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant may conduct limited discovery on any objector or objector's counsel consistent with the Texas Rules of Civil Procedure.

64. For those Settlement Class members who are Current Accountholders and have agreed to receive Account statements from Defendant electronically, Defendant shall provide the Settlement Administrator with the most recent email addresses it has for these members. The Settlement Administrator shall send the Email Notice to each such member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall send a Postcard Notice in the manner described below. The Email Notice shall inform Settlement Class members how they may request a copy of the Long Form

Notice.

65. For those Settlement Class members who are Current Accountholders of Defendant who have not agreed to receive Account statements from Defendant electronically, or are Past Accountholders, the Postcard Notice shall be mailed to these members by first class United States mail to the best available mailing addresses. Defendant shall provide the Settlement Administrator with last known mailing addresses for these members. Prior to mailing the Postcard Notice, the Settlement Administrator shall run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Postcard Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address. For all mailed Postcard Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Postcard Notice once to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail. The Postcard Notice shall inform Settlement Class members how they may request a copy of the Long Form Notice.

66. The Settlement Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail and/or email. In addition to weekly updates to the Parties regarding the progress of the Notice Program and the declaration or affidavit by the Settlement Administrator in advance of the Final Approval Hearing and in support of the motion for Final Approval, a summary report of the Notice Program shall be provided to the Parties three days prior to the Final Approval Hearing. The database maintained by the Settlement Administrator regarding the Notices shall be available to Prosperity, Defendant's Counsel, Class Counsel, and the Court upon request. It shall otherwise be confidential

and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be kept confidential, not be shared with any third party and used only for purposes of implementing the terms of this Agreement, and not be used for any other purposes.

67. The Email Notice, Postcard Notice, and Long Form Notice shall be in forms approved by the Court, and substantially similar to the notice forms attached hereto as ***Exhibits 1 and 2***. The Parties may by mutual written consent make non-substantive changes to the Notices without Court approval. A Spanish language translation of the Long Form Notice shall be available on the Settlement Website and be provided to Settlement Class members who request it from the Settlement Administrator.

X. Final Approval Order and Judgment

68. Plaintiff shall file her motion for Final Approval of the Settlement, inclusive of Class Counsel's application for Service Award or attorneys' fees and costs no later than 30 days before the last day of the Opt-Out Period and Objection Period. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' motion for Final Approval of the Settlement, and on Class Counsel's application for Service Award and attorneys' fees and costs. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to Class Counsel's application for Service Award or attorneys' fees and costs, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

69. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and final judgment thereon, and whether to approve Class Counsel's request for Service Award and attorneys' fees and costs. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice provided satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims (defined below); bar and enjoin all Releasing Parties from pursuing any Released Claims (defined below) against Released Parties (defined below) at any time, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Calculation and Disbursement of Settlement Class Member Payments.

70. Payments shall be made from the Settlement Fund as follows:

a. Class Counsel's Attorneys' Fees and Costs. Class Counsel's reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid by Defendant to Class Counsel from the Settlement Fund by wire transfer to an account designated by Class Counsel immediately upon the Effective Date. Class Counsel shall apply for an award of attorneys' fees of up to 33.33% of the Value of the Settlement, plus reimbursement of reasonable costs, to be approved by the Court. This Settlement is not contingent on approval of a request for attorneys' fees and costs, and if the Court denies the request or grants it in an amount other than what was

requested, the remaining provisions of the Settlement Agreement shall remain in force. This provision was not negotiated until after the material Settlement terms, including the amount of the Settlement Fund and Settlement Class definition, were negotiated.

b. Service Award. Class Counsel shall request a Service Award for the Class Representative not to exceed $5,000.00. If approved, the Service Award shall be sent by wire transfer to Class Counsel on the Class Representative's behalf immediately upon the Effective Date.

c. Settlement Administrator's Fees and Costs. The Settlement Administrator's fees and costs shall be paid separately by the Defendant. The fees and costs shall be payable thirty (30) days from the date an invoice from the Settlement Administrator is received by Class Counsel and Defendant's Counsel. In the event the Final Approval Order is not entered, or this Agreement is terminated pursuant to the termination provisions herein, Defendant agrees to cover any costs incurred and fees charged by the Settlement Administrator prior to the denial of Final Approval or the termination of this Agreement.

d. Settlement Class Member Payments. The $1,600,000.00 Settlement Fund is allocated $992,000.00 (62%) to the APPSN Fee Class and $608,000.00 (38%) to the Multiple Fee Class. If applicable, Settlement Class Members may receive payments as members of the APPSN Fee Class and the Multiple Fee Class. Based on this allocation, payments from the Net Settlement Fund to the Settlement Class Members shall be calculated as follows:

i. Settlement Class Members of the APPSN Fee Class shall be paid per incurred APPSN Fee calculated as follows: (0.62 of the Net Settlement Fund/Total APPSN Fees) x Total number of APPSN Fees charged to and paid by each APPSN Fee Class member.

ii. Settlement Class Members of the Multiple Fee Class shall be paid per

Multiple Fee calculated as follows: (0.38 of the Net Settlement Fund/Total Multiple Fees) x Total number of Multiple Fees charged to and paid by each Multiple Fee Class member.

iii. Settlement Class Member Payments shall be made no later than 30 days after the Effective Date, as follows:

a) For those Settlement Class Members who are Current Accountholders at the time of the distribution of the Net Settlement Fund, a credit in the amount of the Settlement Class Member Payment they are entitled to receive shall be applied to any Account they are maintaining individually at the time of the credit. If by the deadline for Defendant to apply credits of Settlement Class Member Payments to Accounts Defendant is unable to complete certain credit(s), Defendant shall deliver the total amount of such unsuccessful Settlement Class Member Payment credits to the Settlement Administrator to be paid by check in accordance with subsection 2 below.

b) For those Settlement Class Members who are Past Accountholders at the time of the distribution of the Net Settlement Fund, they shall be sent a check by the Settlement Administrator at the address used to provide the Notice, or at such other address as designated by the Settlement Class Member. For jointly held Accounts, checks will be payable to all members, and will be mailed to the first member listed on the Account. The Settlement Administrator will make reasonable efforts to locate the proper address for any check returned by the Postal Service as undeliverable and will re-mail it once to the updated address or, in the case of a jointly held account, and in the Settlement Administrator's discretion, to an Accountholder other than the one listed first. The Settlement Class Member shall have 180 days to negotiate the check. Any checks uncashed after 180 days shall be distributed pursuant to Section XII.

iv. In no event shall any portion of the Settlement Fund revert to Defendant.

XII. Disposition of Residual Funds

71. Within 7 days after the deadline to cash checks sent to Settlement Class Members, any residual funds shall be distributed by check to all Settlement Class Members who either cashed their checks or received an Account credit, unless the amount of residual funds is so small that it would be economically infeasible or impracticable to perform a secondary distribution. All costs associated with a secondary distribution are considered Settlement Administration Costs and payable by the Defendant.

72. If the amount of residual funds is so small that it would be economically infeasible or impracticable to perform a secondary distribution, then within 14 days after the deadline to cash the checks sent to Settlement Class Members by the Settlement Administrator, Plaintiffs shall apply to the Court for a *cy pres* payment to the recipient agreed to by the Parties. Any remaining amounts resulting from uncashed checks shall be distributed to the *cy pres* recipient approved by the Court. Similarly, if there are residual funds remaining 90 days following a secondary distribution, then Plaintiffs shall apply to the Court for a *cy pres* payment to the recipient agreed to by the Parties. Any remaining amounts resulting from uncashed checks shall be distributed to the *cy pres* recipient approved by the Court.

XIII. Releases

73. As of the Effective Date, Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers,

resellers, distributors, retailers, predecessors, successors and assigns of each of them ("Released Parties"), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Periods that were or could have been alleged in the Action relating to the assessment of APPSN Fees and Multiple Fees ("Released Claims").

74. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against Defendant in any forum, action, or proceeding of any kind.

75. Plaintiff or any Settlement Class Member may hereafter discover facts other than or different from those that he/she/it knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she/it shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he/she/it shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she/it never receives actual notice of the Settlement and/or never receives

a distribution of funds or credits from the Settlement.

76. Nothing in this Agreement shall operate or be construed to release any claims or rights that Defendant has to recover any past, present, or future amounts that may be owed by Plaintiffs or by any Settlement Class Member on his/her accounts, loans, or any other debts with Defendant, pursuant to the terms and conditions of such accounts, loans, or any other debts.

XIV. Termination of Settlement

77. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. The Court has entered the Preliminary Approval Order;

b. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of approval; and

c. The Effective Date has occurred.

78. If all of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

79. Defendant shall have the option to terminate this Agreement if 5% or more of the total Settlement Class Members opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section within 10 business days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

80. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Fourteenth Court of Appeals seeking to reopen the Action. In such event, the terms and provisions of this Agreement shall have

no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XV. **Effect of a Termination**

81. The grounds upon which this Agreement may be terminated are set forth herein above. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

82. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. **No Admission of Liability**

83. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Petition. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and

protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

84. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant formal and informal discovery, and conducted independent investigation of the challenged practices. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

85. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

86. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

87. In addition to any other defenses Defendant may have at law, in equity, or

otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Confidentiality

88. None of the Parties or their counsel shall issue any press release or shall otherwise initiate press coverage of the Settlement, nor shall any Party or Party's counsel post about the Settlement on social media or any website other than the fact that the Settlement was reached and that it was a fair and reasonable result. If contacted, the Party or the Party's counsel may respond generally, either online or in person, by stating that a fair and reasonable settlement was reached to the satisfaction of both Parties.

XVIII. Miscellaneous Provisions

89. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

90. Binding Effect. This Agreement shall be binding upon, and inure to for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

91. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

92. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and

certify to the Court that they have consulted.

93. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

94. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

95. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Texas, without regard to the principles thereof regarding choice of law.

96. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

97. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court

shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of their agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Defendant or its affiliates at any time, including during any appeal from the Final Approval Order.

98. Notices. All notices to Class Counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

KOPELOWITZ OSTROW P.A.
Jeff Ostrow, Esq.
Jonathan M. Streisfeld, Esq.
1 West Las Olas Blvd.
Suite 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com
streisfeld@kolawyers.com
Class Counsel

KALIELGOLD PLLC
Jeffrey Kaliel, Esq.
1100 15th Street NW, 4th Floor
Washington, DC 20005
jkaliel@kalielpllc.com
Class Counsel

BRACEWELL LLP
Bryan S. Dumesnil
Nancy McEvily Davis.
711 Louisiana Street, Ste. 2300
Houston, TX 77002
Bryan.Dumesnil@bracewell.com
nancy.davis@bracewell.com
Counsel for Defendant

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

99. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

100. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

101. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

102. Agreement Mutually Prepared. Neither Defendant nor Plaintiff shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

103. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts

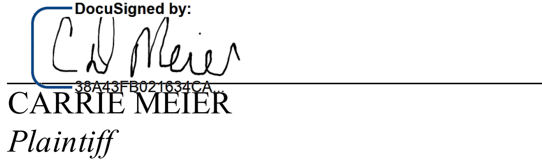
in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Both Parties recognize and acknowledge that they reviewed and analyzed data for a subset of the time at issue and that they and their experts used extrapolation to make certain determinations, arguments, and settlement positions. The Parties agree that this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

104. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Pages to Follow

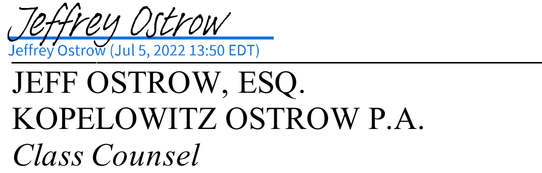
DocuSign Envelope ID: FECEDD4C-166E-44E8-AF2E-166429F1E547

Dated: 7/10/2022 ____________________



CARRIE MEIER
Plaintiff

Dated: 7.5.2022 ____________________



JEFF OSTROW, ESQ.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: 7/5/22 ____________________

JEFFREY KALIEL, ESQ.
KALIEL GOLD PLLC
Class Counsel

Dated: ____________________

PROSPERITY BANK

____
By: ____________________
ITS____________________

Dated: ____________________

____
NANCY MCEVILY DAVIS
Counsel for Defendant

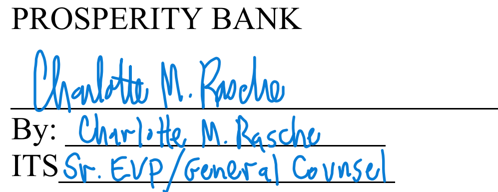
Dated: ______________________ ______________________
CARRIE MEIER
Plaintiff

Dated: ______________________ ______________________
JEFF OSTROW, ESQ.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: ______________________ ______________________
JEFFREY KALIEL, ESQ.
KALIEL GOLD PLLC
Class Counsel

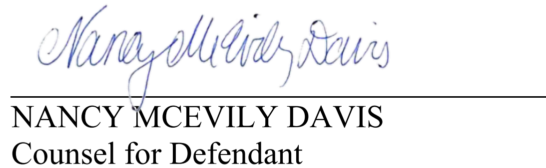
Dated: July 7, 2022

PROSPERITY BANK



By: Charlotte M. Rasche
ITS Sr. EVP/General Counsel

Dated: July 7, 2022



NANCY MCEVILY DAVIS
Counsel for Defendant

Exhibit 1 – Email and Postcard Notice

Carrie Meier v. Prosperity Bank

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS!

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH PROSPERITY BANK ("DEFENDANT") AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON DEBIT CARD TRANSACTIONS BETWEEN SEPTEMBER 15, 2016, AND SEPTEMBER 30, 2022, OR CERTAIN NSF FEES AND OVERDRAFT FEES ON AUTOMATIC CLEARING HOUSE (ACH) DEBITS OR CHECKS BETWEEN SEPTEMBER 15, 2016, AND SEPTEMBER 30, 2022, THEN YOU MAY BE ENTITLED TO A PAYMENT OR ACCOUNT CREDIT FROM A CLASS ACTION SETTLEMENT.

Para una notificacion en Español, visitar www.XXXXXXXXXXXXXXXXXXX.com.

The District Court for the District of Brazoria, Texas has authorized this Notice; it is not a solicitation from a lawyer.

You may be a member of the Settlement Classes in *Carrie Meier v. Prosperity Bank, District Court of Texas in Brazoria, 239th Judicial District*, in which the Plaintiff alleges that Defendant, improperly assessed certain overdraft fees between September 15, 2016, and September 30, 2022 and/or NSF Fees and overdraft fees between September 15, 2016 and September 30, 2022. Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, and Defendant enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation. If you are a member of one or both of the Settlement Classes, and if the Settlement is approved, you may be entitled to receive a cash payment or account credit from the $1,600,000.00 Settlement Fund, which is allocated $922,000 for the APPSN Fee Class and $608,000 for the Multiple Fees Class.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on [**INSERT DATE**]. At that hearing, the Court will consider whether to grant Final Approval of the Settlement, and whether to approve payment from the Settlement Fund for: (1) a Service Award to the Class Representative of up to $5,000.00; (2) up to 33.33% of the Value of the Settlement for attorneys' fees; and (3) reimbursement of litigation costs to Class Counsel. If the Court grants Final Approval of the Settlement and you do not request to opt-out from the Settlement, you will release your right to bring any claim covered by the Settlement. In exchange, Defendant has agreed to issue a credit to your Account or a cash payment to you if you are no longer an Accountholder.

To obtain a more detailed explanation of the Settlement terms and other important documents, including the Long Form Notice, please visit [INSERT WEBSITE ADDRESS]. Alternatively, you may call [INSERT PHONE #].

If you do not want to participate in this settlement—you do not want to receive a credit or cash payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than [PARTIES TO INSERT DATE]. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than [PARTIES TO INSERT DATE]. You may learn more about the opt-out and objection procedures by visiting [PARTIES TO PROVIDE WEBSITE ADDRESS] or by calling [Insert Phone #].

Exhibit 2 – Long Form Notice

Carrie Meier v. Prosperity Bank

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS!

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH PROSPERITY BANK ("DEFENDANT") AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON DEBIT CARD TRANSACTIONS BETWEEN SEPTEMBER 15, 2016 AND SEPTEMBER 30, 2022, OR CERTAIN NSF FEES AND OVERDRAFT FEES ON AUTOMATIC CLEARING HOUSE (ACH) DEBITS OR CHECKS BETWEEN SEPTEMBER 15, 2016 AND SEPTEMBER 30, 2022, THEN YOU MAY BE ENTITLED TO A PAYMENT OR ACCOUNT CREDIT FROM A CLASS ACTION SETTLEMENT.

Para una notificacion en Español, visitar www.XXXXXXXXXXXXXXXXXXX.com.

The District Court for the District of Brazoria has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you do nothing, you will receive a payment from the Settlement Fund so long as you do not opt-out of the settlement (described in the next box).
OPT-OUT FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to opt-out from the Settlement. This means you choose not to participate in the Settlement. You will keep your individual claims against Defendant, but you will not receive a payment from the Settlement Fund. If you opt-out of the Settlement, but want to recover against Defendant, you will have to file a separate lawsuit.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the Settlement. If your objection is overruled by the Court, then you may receive a payment or credit and you will not be able to sue Defendant for the claims asserted in the litigation. If the Court agrees with your objection, then the Settlement may not be approved.

These rights and options – ***and the deadlines to exercise them*** – along with the material terms of the Settlement are explained in this Notice.

BASIC INFORMATION

1. What is the lawsuit about?

The lawsuit being settled is entitled *Carrie Meier v. Prosperity Bank*. The Action is pending in the District Court for the District of Brazoria, 239th Judicial District, Case No. 109569-CV. The case is a "class action."

That means that the "Class Representative," Carrie Meier is acting on behalf of current and former Accountholders who were purportedly improperly assessed APPSN Fees between September 15, 2016, and September 30, 2022. Multiple Fees between September 15, 2016, and September 30, 2022. The Class Representative has asserted a claim for breach of contract. Defendant contends that the fees Plaintiff is complaining about were charged properly and in accordance with the terms of its deposit account agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by the Plaintiff or any Settlement Class members.

2. Why did I receive this Notice of this lawsuit?

You received this Notice because Defendant's records indicate that you were charged one or more APPSN Fees and/or Multiple Fees that are the subject of the Action. The Court directed that this Notice be sent to all Settlement Class members because each such member has a right to know about the proposed Settlement and the options available to him, her, or it before the Court decides whether to approve the Settlement.

3. Why did the Parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Class Representatives' and their lawyers' job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Class Representative's lawyers, known as Class Counsel, make this recommendation to the Class Representative. The Class Representative has a duty to act in the best interests of the Settlement Class as a whole and, in this case, it is her belief, as well as Class Counsel's opinion, that this Settlement is in the best interest of all Settlement Class members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees at issue. There is also uncertainty about whether the Class Representative's claims are subject to other defenses that might result in no or less recovery to Settlement Class members. Even if the Class Representative was to win at trial, there is no assurance that the Settlement Class members would be awarded more than the current settlement amount, and it may take years of litigation before any payments would be made. By

settling, the Settlement Class Members will avoid these and other risks and the delays associated with continued litigation.

While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

If you received this notice, then Defendant's records indicate that you are a member of one or both of the Settlement Classes and are entitled to receive a payment/credit to your Account.

YOUR OPTIONS

5. What options do I have with respect to the Settlement?

You have three options: (1) do nothing and you will receive a payment/account credit according to the terms of this Settlement; (2) opt-out from the Settlement; or (3) participate in the Settlement, but object to it. Each of these options is described in a separate section below.

6. What are the critical deadlines?

There is no deadline to receive a payment/account credit. If you do nothing, then you will get a payment/credit.

The deadline for sending a letter to opt-out of the Settlement is ________.

The deadline to file an objection with the Court is also ________.

7. How do I decide which option to choose?

If you do not like the Settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire), and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting-out.

If you believe the Settlement is unreasonable, unfair, or inadequate and the Court should reject the Settlement, you can object to the Settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the Settlement may not be approved, and no payments will be made to you or any other member of the Settlement Class. If your objection (and any other objection) is

overruled, and the Settlement is approved, then you may still get a payment/credit and will be bound by the Settlement.

If you want to participate in the Settlement, then you don't have to do anything; you will receive a payment/credit if the Settlement is approved by the Court.

8. What has to happen for the Settlement to be approved?

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the Settlement at a "Final Approval Hearing," which is currently scheduled for _______, 2022.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Defendant has agreed to create a Settlement Fund of $1,600,000.00, and to separately pay the Settlement Administration Costs.

As discussed separately below, any court-awarded Service Award and attorneys' fees and litigation costs will be paid out of the Settlement Fund. The Net Settlement Fund will be divided among all Settlement Class Members entitled to Settlement Class Member Payments based on formulas described in the Settlement Agreement.

10. How much of the Settlement Fund will be used to pay for attorney fees and costs?

Class Counsel will request the Court to approve payment from the Settlement Fund for attorneys' fees of not more than 33.33% of the Value of the Settlement (as defined in the Settlement Agreement) and reimbursement for litigation costs incurred in prosecuting the Action. The Court will decide the amount of the attorneys' fees and costs after application by Class Counsel which shall be made contemporaneously with the filing of the Motion for Final Approval of the Settlement.

11. How much of the Settlement Fund will be used to pay the Class Representative Service Award?

Class Counsel will request that the Class Representative be paid a Service Award in the amount of up to $5,000.00 for her work in connection with this Action. The Service Award must be approved by the Court.

12. Who will pay the Settlement Administrator's expenses?

The Settlement Administrator's expenses will be paid separately by the Defendant. None of the fees or costs will be paid from the Settlement Fund; therefore, the payment will not reduce the amount of your payment/credit.

13. How much will my payment/credit?

The balance of the Settlement Fund after the payment of the Service Award, attorneys' fees and costs, also known as the Net Settlement Fund, will be divided among all Settlement Class Members entitled to Settlement Class Member Payments in accordance with the formulas outlined in the Settlement Agreement for the APPSN Fee Class and Multiple Fee Class. Current Accountholders will receive a credit to their Accounts for the amount they are entitled to receive. Past Accountholders shall receive a check from the Settlement Administrator.

14. Do I have to do anything if I want to participate in the Settlement?

No. If you received this Notice, then you may be entitled to receive a payment/credit for Relevant Fees without having to make a claim, unless you choose to opt-out of the Settlement.

15. When will I receive my payment/credit?

The Court will hold a Final Approval Hearing on _____, at _____ to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments/credits should be issued within 30 days of the Effective Date. However, if someone objects to the Settlement, and the objection is sustained, then there is no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

OPTING-OUT OF THE SETTLEMENT

16. How do I opt-out of the Settlement?

If you do not want to receive a payment/credit, and if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must opt-out of the Settlement.

To opt-out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say "I hereby elect to be excluded from the settlement in the *Carrie Meier v. Prosperity Bank* class action." Be sure to include your name, the last four digits of your former

account number(s) or former member number(s), address, telephone number, and email address. Your opt-out request must be postmarked by ________, and sent to:

Carrie Meier v. Prosperity Bank
Attn: ______________
ADDRESS OF THE SETTLEMENT ADMINISTRATOR

17. What happens if I opt-out of the Settlement?

If you opt-out of the Settlement, you will preserve and not give up any of your rights to sue Defendant for the claims alleged in the Action. However, you will not be entitled to receive a payment from the settlement.

OBJECTING TO THE SETTLEMENT

18. How do I notify the Court that I do not like the Settlement?

You can object to the Settlement or any part of it that you do not like **IF** you do not opt-out from the Settlement. (Settlement Class members who opt-out from the Settlement have no right to object to how other Settlement Class Members are treated.) To object, you **must** send a written document by mail or private courier (e.g., Federal Express) to the Clerk of Court, Settlement Administrator, Class Counsel, and Defendant's Counsel at the addresses below. Your objection must include the following information:

a. the name of the Action;

b. the objector's full name, mailing address telephone number, and email address (if any);

c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. the number of times the objector has objected to a class action settlement with in the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were

issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

All objections must be post-marked no later than _______, and must be mailed to the Clerk of the Court, Settlement Administrator, Class Counsel, and Defendant's Counsel as follows:

CLERK OF COURT	SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of the District Court for the District of Bazoria __________________ __________________	*Carrie Meier v. Prosperity Bank* Settlement Administrator Attn: ADDRESS OF THE SETTLEMENT ADMINISTRATOR	Jeff Ostrow Jonathan M. Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, Florida 33301 *and* Jeffrey D. Kaliel Kaliel Gold PLLC 1100 15th Street NW, 4th Floor Washington, DC 20005	Nancy McEvily Davis, Esq. Bracewell LLP 711 Louisiana Street Suite 2300 Houston, TX 77002

19. What is the difference between objecting and requesting to opt-out of the Settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Class, and asking the Court to reject it. You can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you are entitled to a payment/credit if the Settlement is approved, but you will release claims you might have against Defendant. Opting-out is telling the Court that you do not want to be part of the Settlement, and do not want to receive a payment/credit or release claims you might have against Defendant for the claims alleged in this lawsuit.

20. What happens if I object to the Settlement?

If the Court sustains your objection, or the objection of any other member of the Settlement Class, then there is no Settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at ___ on _____, 2022 at the District Court __________________ Courthouse for the District Court for Brazoria, Texas, in Courtroom ___ (or such other courtroom as the Court designates), which is located at _______________________________. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much of a Service Award to award the Class Representative and Class Counsel for attorneys' fees and litigation costs. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at www.__________.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

23. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 18, above, the statement, "I hereby give notice that I intend to appear at the Final Approval Hearing."

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this notice as "Class Counsel" will represent you and the other Settlement Class Members.

25. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

26. Who determines what the attorneys' fees will be?

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for attorneys' fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application in the Motion for Final Approval at the website established by the Settlement Administrator.

GETTING MORE INFORMATION

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at [WEBSITE].

For additional information about the Settlement and/or to obtain copies of the Settlement Agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

Carrie Meier v. Prosperity Bank
Settlement Administrator
Attn:

For more information, you also can contact the Class Counsel as follows:

Jeff Ostrow
Jonathan M. Streisfeld
KOPELOWITZ OSTROW P.A.
One West Las Olas Boulevard
Suite 500

Fort Lauderdale, Florida 33301
954-525-4100
954-525-4300
ostrow@kolawyers.com
streisfeld@kolawyers.com

and

Jeffrey D. Kaliel
KALIEL GOLD PLLC
1100 15th Street NW, 4th Floor
Washington, DC 20005
202-350-4783
jkaliel@kalielpllc.com

PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.

EXHIBIT B

CAUSE NO. 109569-CV

CARRIE MEIER, on behalf of herself and all others similarly situated,	§	**IN THE DISTRICT COURT OF**
	§	
	§	
Plaintiff,	§	
	§	
v.	§	**BRAZORIA COUNTY, TEXAS**
	§	
PROSPERITY BANK,	§	
	§	
	§	
Defendant.	§	**239th JUDICIAL DISTRICT**

JOINT DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES ,COSTS AND SERVICE AWARD

We, Jeff Ostrow and Jeffrey Kaliel, hereby declare as follows:

1. We are Class Counsel of record for Plaintiff Carrie Meier ("Plaintiff"), and the proposed Settlement Class in the above-captioned matter. We submit this Joint Declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Award. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.[1]

KalielGold PLLC ("KG")

2. Mr. Kaliel and his colleague Sophia Gold are currently class counsel in numerous ongoing putative class action lawsuits. Additionally, KG has been named class counsel or settlement class counsel in numerous class actions including, *inter alia*, *Figueroa v. Capital One, N.A. et al.*, No. 3:18-cv-00692 (S.D. Cal.); *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.);

[1] The capitalized terms used herein shall have the same meanings as those defined in the Settlement Agreement and Releases.

Liggio v. Apple Federal Credit Union, No. 18-cv-01059 (E.D. Va.); *Walters v. Target Corporation*, No. 3:16-CV-01678-L-MDD (S.D. Cal.); *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01-GWBC (1st Cir. Haw.); *Brooks v. Canvas Credit Union*, 2019CV30516 (Denver Cnty., Colo. Dist. Ct); *Martin v. L&N Federal Credit Union*, No. 19-CI-002873 (Jefferson Cir. Ct., Tenn.); *Lambert v Navy Federal Credit Union*, No. 1:19-cv-00103 (E.D. Va.); *Perks v Activehouse d/b/a Earnin*, No. 5:19-cv-05543 (N.D. Cal.); and *White v Members 1st Credit Union*, No. 1:19-cv-00556 (M.D. Pa.). Mr. Kaliel and Ms. Gold's biographies and experience are further detailed in the firm's resume, attached hereto as **Exhibit 1**.

3. A detailed record of the work done by KG in this litigation, and litigation costs incurred, is attached hereto as **Exhibit 2**.

Kopelowitz Ostrow P.A. ("KO")

4. KO has extensive experience litigating nationwide and state consumer class actions. Although the firm handles a variety of consumer class actions, KO focuses a significant amount of its resources pursuing financial institutions and other corporations that assess their accountholders unlawful fees.

5. KO has been appointed class counsel in dozens of cases throughout the country and have tried several to verdict. The firm is well positioned to understand the risks of this Action and why settlement at this stage of the litigation was the best option for the putative class. Based upon KO's experience as one of the leading financial services and unlawful fee class action firms for over a decade, KO is confident that the Settlement obtained here is a good result. KO has devoted the time and resources of its attorneys and staff to ensure the vigorous prosecution of the claims brought on behalf of the putative classes in this litigation. The KO firm resume, including biographical information for Jeff Ostrow, Jonathan Streisfeld, and Daniel Tropin, and a listing of cases demonstrative of KO's success in litigation against financial institutions, is attached as

Exhibit 3. Additionally, KO formerly employed an attorney, Rachel Glaser, who was admitted to practice law in 2020, and assisted with the prosecution of the claims in this Action. Todd Becker, a KO paralegal, has 20+ years of experience which he used to assist the attorneys in this Action.

6. A detailed record of the work done by KO in this litigation, and litigation costs incurred, is attached hereto as **Exhibit 4**.

7. Edwards Law Group ("Edwards") also was retained to work on this case as local Texas counsel and contributed to the result. Jeffrey Edwards on behalf of the Edwards firm has submitted a concurrently-filed declaration with records as exhibits detailing the qualifications and billing rates of he and others at his firm, as well as the time and expenses they incurred in this Action.

Background

8. Plaintiff filed her Class Action Petition on September 15, 2020, asserting a claim for breach of contract based upon Prosperity's assessment of APPSN Fees on debit card transactions. On December 17, 2020, Plaintiff filed her First Amended Class Action Petition asserting a claim for breach of contract based upon Defendant's assessment of APPSN Fees on debit card transactions, and additionally, Defendant's assessment of Multiple Fees on a single transaction presented more than one time for payment. Defendant filed its Answer to Plaintiff's First Amended Class Action Petition on January 25, 2021.

9. On January 25, 2021, Plaintiff served Defendant with her first set of discovery requests, including document requests and interrogatories, to which Defendant served its responses and objections on March 10, 2021. On April 22, 2021, the Parties filed a Joint Motion for Entry of Confidentiality and Protective Order. Defendant produced approximately 900 pages of documents, and the Parties have conferred regarding the data available to calculate the total amount of account

fees that are the subject of Plaintiff's claims in the Action.

10. On April 20, 2021, Defendant filed a Motion for Summary Judgment, in which Defendant claimed entitlement to judgment as a matter of law on the basis that the subject Account contract permitted Defendant to charge its accountholders the challenged APPSN Fees and Multiple Fees. Plaintiff filed her Opposition on June 22, 2021, arguing that the contract did not unambiguously permit Defendant to charge the challenged fees, and simultaneously filed her Second Amended Class Action Petition to correct a scrivener's error. Defendant replied on June 28, 2021. The summary judgment hearing took place on June 29, 2021. This Court granted summary judgment for Defendant on August 2, 2021. On August 30, 2021, Plaintiff filed a timely notice of appeal.

11. Before any appellate briefing occurred, on September 30, 2021, the Fourteenth Court of Appeals issued an abatement order and referred the parties to mediation. Following informal discussions between the Parties' counsel on the appellate issues and Plaintiff's intent to seek a class settlement at mediation, the Parties scheduled an all-day arm's length mediation with the Honorable Caroline Baker (Ret.), a well-respected mediator. Class Counsel prepared a detailed, confidential mediation statement. In preparation for mediation, the Parties' counsel conferred on Defendant's estimation of the total amount of fees that are the subject of Plaintiff's APPSN Fee and Multiple Fee claims in the Action.

12. The Parties participated in a lengthy private mediation session on February 28, 2022, which successfully resulted in the Parties reaching an agreement in principle on the terms of a mediated settlement that would resolve Plaintiff's claims and those of the putative classes.

13. On March 14, 2022, the Parties filed a Joint Motion for Extension of Abatement Period and for Remand with the Court of Appeals to extend the abatement period in the appeal and

to remand jurisdiction to this Court to review and approve this Settlement. On March 22, 2022, the Court of Appeals granted that Joint Motion.

14. Between the end of Mediation and July 5, 2022, the Parties negotiated and finalized the terms of the Agreement.

15. Subsequently, the Parties worked to engage the services of a Settlement Administrator, who undertook a complex data analysis to identify all Settlement Class members and drafted the Notices.

16. Before filing suit, Class Counsel spent many hours investigating the claims of several potential plaintiffs against Defendant. Class Counsel interviewed Plaintiff and gathered documents and information about Defendant's alleged conduct and its impact on Accountholders, essential to Class Counsel's ability to understand Defendant's alleged conduct, the material Account agreement language, and potential remedies.

17. Class Counsel expended significant resources researching and developing the legal claims at issue. They are familiar with the claims as they have litigated and resolved many similar cases. Class Counsel understands the damages at issue, what information is critical in determining class membership, and what data is necessary to calculate each Settlement Class Member's damages. Class Counsel spent a significant amount of time analyzing data regarding Defendant's OD Fee and NSF Fee revenue to analyze the damages.

18. Class Counsel, fully informed of the claims' merits, negotiated the Settlement while zealously advancing the position of Plaintiff and the members of the Settlement Classes and being fully prepared to continue to litigate rather than accept any settlement that was not in the best interest of Plaintiff and the Settlement Classes.

19. The issues were heavily contested at the Motion for Summary Judgment stage,

which Class Counsel diligently worked to oppose Defendant's motion for summary judgment, preparing and filing detailed briefing, preparing for the summary judgment hearing, and attending that hearing. Following the Court's order granting summary judgment on all claims filed by Plaintiff, Class counsel was required to evaluate Plaintiff's appellate prospects, and went forward by filing Plaintiff's notice of appeal. Class Counsel participated in preliminary appellate matters and then complied with the Court of Appeals' order abating the Action for appellate mediation. The Parties also initiated discovery. Class Counsel, along with its data expert, Arthur Olsen, spent significant time analyzing data regarding Defendant's assessment of APPSN Fees and Multiple Fees. The Parties conferred regarding the data and calculations. Prior to mediation, Class Counsel and Defendant used this data to analyze and estimate the damages at issue.

20. Consequently, Class Counsel mediated while fully informed of the merits of Settlement Class members' claims and negotiated the proposed Settlement while zealously advancing the position of Plaintiff and Settlement Class members and being fully prepared to continue to litigate rather than accept a settlement that was not in the best interest of Plaintiff and the Settlement Class. Further analysis of data relevant to damages was shared following mediation and before executing the Agreement to satisfy the Parties that they should proceed with the Settlement.

21. Between the end of Mediation and July 5, 2022, the Parties negotiated and finalized the terms of the Agreement.

22. To calculate the Settlement Classes' most probable damages were the case to be tried, and identify the members of the Settlement Classes, Defendant analyzed the transaction data and worked cooperatively with an expert retained by Plaintiff. The expert, Arthur Olsen, is a preeminent expert in bank account fee litigation, who completed additional analysis to allow the

Parties to complete the list of Settlement Class members for each of the Settlement Classes to receive Notice and payments from the Settlement should the Court grant Final Approval.

23. On September 9, 2022, the Parties filed a Joint Motion for Extension of the Abatement Period. The Court of Appeals granted that motion in an order dated October 4, 2022 to allow the Parties to proceed with seeking this Court's approval of the Settlement.

24. On November 7, 2022, Plaintiff filed a Motion for Preliminary Approval of the Settlement. The Court entered the Preliminarily Approval Order on December 1, 2022. The Parties requested, and the Court entered, the January 18, 2023 amended Preliminary Approval Order, solely to change the Final Approval Hearing date to make sure the Notice Program could be completed in accordance with the terms of the Agreement.

25. Thereafter, the Parties worked to engage the services of a Settlement Administrator, who undertook a complex data analysis to identify all Settlement Class members and completed the Notices. Consistent with the Agreement's terms, the Notice Program was timely completed.

26. On April 3, 2023, the Parties jointly submitted a status report and moved to further extend the abatement of the appeal of the summary judgment order, which the Court of Appeals granted.

27. This case is an extremely complex case, not only being a consumer class action, but one involving the intersection of class action law with the laws governing financial institutions as well as contract interpretation law, complicated by the fact that Texas courts are not among the courts that have been receptive to class actions.

28. It is likely it could have lasted years, and possibly even longer with appeals, with one already having been filed because this Court granted summary judgment dismissing the claims for both APPSN Fees and Multiple Fees.

29. Were that appeal to result in reversal, and the Action proceeded to a motion for class certification and trial, considerable time and resources would be expended, and the litigation costs alone would have been tens of thousands of dollars.

30. Regarding the stage of proceedings and status of discovery, prior to the mediation in this matter, there was significant written discovery which produced hundreds of pages of documents as well as the exchange of critical account information and data related to damages.

31. Mr. Olsen cooperatively worked with Defendant to analyze the transaction data to determine damages. His work, along with Defendant's work, allowed the parties to identify the members of the Settlement Classes and their respective damages for which they will receive compensation from the Settlement should the Court grant Final Approval.

32. Regarding the factual and legal obstacles that could prevent the Plaintiff from prevailing on the merits, it must be noted that this Court fully granted Defendant's motion for summary judgment, interpreting the contract to permit the challenged APPSN Fees and Multiple Fees. Therefore, Plaintiff faced a real and existential risk that the case would not proceed in any fashion if the Court of Appeals might not reverse the summary judgment order, and even if it were to following appellate briefing, the Court might not certify one or both of the Settlement Classes and the trier of fact might conclude that the contract language allowed the Defendant to charge the challenged fees in the manner it charged them.

33. Regarding the possible range of recovery and the certainty of damages, as stated, the Settlement being presented to the Court for Final Approval represents approximately 13% of the Relevant Fees at issue, an excellent result for the Settlement Classes, especially under the circumstances where summary judgment was granted and the issue was on appeal.

Settlement

34. Class Counsel believe that the above benefits fairly and adequately compensate Settlement Class Members for the harm they suffered, and considering the risks of litigation, represents an excellent result for the Settlement Class.

35. According to Defendant's records, as analyzed by Plaintiff's expert, there are approximately 95,000 members in the Settlement Class.

36. The Settlement Fund represents approximately 13% of the Settlement Class's most likely recoverable damages. The Settlement Classes also benefit from Defendant's agreement to separately pay all Settlement Administration Costs, which adds substantial value because otherwise those costs would be deducted from the settlement fund available for payments to Settlement Class Members. Additionally, Prosperity Bank has agreed to modify its account disclosures to better inform its accountholders and future customers regarding the assessment of the NSF Fees and OD Fees that Plaintiff challenged in the action. The improved disclosures no doubt will result in accountholders being assessed less fees by Prosperity Bank, saving them money in their banking relationships.

37. Here, the balancing analysis weighs heavily in favor of Final Approval of the Settlement. Plaintiff and Class Counsel have examined the facts and applicable law relating to Plaintiff's claims, considered the arguments that Defendant could advance in defending against the claims, and weighed the material benefits secured by the Settlement against the risks, delay, and cost of further litigation and possible appeals.

38. Plaintiff's counsel has conducted a careful analysis of the law and a thorough examination of the facts relating to the allegations set forth in the petition.

39. Plaintiff's counsel has concluded that the benefits to be conferred on the Settlement

Class by the Settlement will, if approved by the Court, result in a fair resolution of the claims and exceed the risk-adjusted potential benefits of continued prosecution.

40. Though plaintiffs around the country have frequently survived motions to dismiss or summary judgment under the two theories of liability being pursued in this Action, to date Class Counsel, who regularly litigate these cases around the country, are unaware of any case that has proceeded to trial. Therefore, despite pretrial success in showing that contracts similar to those at issue in this case could reasonably be construed in favor of the accountholders, genuine risks exist that Plaintiff might not prevail at class certification, or would lose at summary judgment, at trial, or on appeal. Plaintiff here already lost on summary judgment early in this litigation, forcing her to appeal to resurrect the opportunity to litigate her individual and class claims. Persistence, and the risk that the Court of Appeals would reverse this Court's contract interpretation, led to the successful negotiation of the proposed Settlement.

41. To even be able to identify the alleged inappropriate fees requires specialized knowledge and skill, as do the theories surrounding the alleged fees, not to mention the specialized knowledge of class action procedure required to achieve certification, let alone settlement. Because Class Counsel has litigated many complex consumer cases involving financial services and debit cards, including working extensively with experts to uncover the methodologies behind the assessment of fees, they were able to successfully litigate and settle this matter.

42. Class Counsel was armed with extensive experience litigating similar NSF Fee and OD Fee and other class action cases, having been named lead counsel in numerous cases challenging the processing and fee assessment practices of financial institutions, non-bank lenders, and others.

43. There are few if any firms in the nation with the expertise of Class Counsel in these

types of bank account fee cases. Only because Class Counsel has litigated many complex consumer cases involving financial services and debit cards, including working extensively with experts to uncover the methodologies behind the assessment of fees, were they able to successfully litigate and settle this matter.

<u>Attorneys' Fees, Litigation Costs, Service Award and Settlement Administration Costs</u>

44. Class Counsel requests that this Court grant Ms. Meier a $5,000.00 Service Award as Class Representative. Ms. Meier was integral to bringing this Action and to obtaining the Settlement for the Settlement Classes and contributed significantly to its prosecution. Defendant does not oppose the request for a Service Award. Defendant does not oppose the request for a Service Award.

45. Plaintiff was very involved in the case, and a major benefit to its prosecution. She worked at all times with Class Counsel, including strategizing, obtaining documents as requested, engaging in discussions, including those related to the mediation, and reviewing the Agreement.

46. Ms. Meier was essential to the success of this case. She not only agreed to initiate the Action on behalf of approximately 95,000 accountholders by being named plaintiff in this suit, but spent substantial time and energy working on it. She also risked her reputation in doing so, by publicly disclosing her personal financial difficulties, creating notoriety regardless of her success on the claims. Had she failed, she created risk to her reputation.

47. Class Counsel here devoted hundreds of hours of attorney and professional time to the investigation, litigation and ultimate resolution of this Action over the course of nearly three years.

48. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs incurred. Consequently, Class Counsel request that this Court grant attorneys' fees

consistent with Texas Civil Practice and Remedies Code §26.003 and Tex. R. Civ. P. 42(h)-(i), plus reimbursement of reasonable costs incurred, to be paid from the Settlement Fund. The Parties negotiated and reached agreement on attorneys' fees and costs only after agreeing on the Settlement's material terms. Both are subject to this Court's approval and will compensate for the time, risk and expense Class Counsel incurred pursuing the Action.

49. Counsel request reimbursement of a total of **$30,992.58** in litigation costs, which consist primarily of the costs of an expert, mediator's fees, court fees, and out-of-town travel costs. A detailed breakdown of these costs is as follows:

Task	KG	KO	Edwards
Travel	$450.00	$ 1,291.20	
Court Fees	$255.88	$511.76	$763.74
Expert Witnesses Arthur Olsen Jeremy Doyle, Esq.		 $23,450.00 $2,500.00	
Mediation	$2,000.00		
Totals By Firm	$2,705.88	$27,752.96	$763.74

50. The hourly rates for each firm are broken down as follows:

<u>KG</u>
Jeffrey D. Kaliel - $829.00
Sophia G. Gold - $733.00

<u>KO</u>
Jeff Ostrow - $829.00
Jonathan Streisfeld – $829.00
Daniel Tropin - $733.00
Rachel Glaser - $350.00
Todd Becker (paralegal) - $200.00

Edwards

Jeff Edwards - $850.00
Michael Singley - $750.00
David James - $ 600.00
Paul Samuel - $ 450.00
Ben W. Szurek (asst.) - $225.00
Olivia Land (asst.) - $225.00

51. Class Counsel seeks attorneys' fees of $533,280.00, and Defendant does not oppose this request. The application for this award is based on the lodestar method required by Tex. R. Civ. R. 42. The lodestar figure is $292,573.95, based upon 396.85 hours charged in accordance with the above rates. Additionally, Class Counsel anticipate spending an additional 50 hours at the rate of $829.00 per hour to prepare for and attend the Final Approval Hearing and to work with the Settlement Administrator and Defendant's Counsel to administer the Settlement following Final Approval, which amounts to an additional $41,450.00.

52. Class Counsel undertook this case on a contingent basis, with the understanding that Class Counsel would not be compensated unless the case was successful.

53. Further, to date Class Counsel has not been paid for its time spent litigating this Action.

54. The time and lodestar expended by the attorneys, paralegals and assistants at all four law firms is as follows:

a. KG – 188.8, $152,368.00

b. KO – 146.86, $102,638.45

c. Edwards – 61.2, $37,567.50

d. Class Counsel's Estimated Additional Hours – 50.0, $41,450.00

55. At the time the information was provided to Mr. Doyle the lodestar was

$292,573.95, which would result in a multiplier of 1.8. Inclusive of the additional estimated 50 hours for Class Counsel, which reasonably can be expected to be incurred from today through the completion of Settlement administration, the multiplier would be 1.6.

56. Counsel's lodestar calculations are based on hourly rates applying factors that include: the experience, skill and sophistication required for the legal services performed; the rates customarily charged in the applicable market; and the experience, reputation and ability of the attorneys and staff members.

57. The time and labor required on this case was substantial, and itemizing the lodestar, including the attorney who performed the work, the date the work was performed, the specific nature of each task performed, and the amount of time spent on each task, are authenticated. Should the Court deem it necessary to review the individual billing statements and cost invoices of the firms representing the Settlement Classes in this Action, those documents will be submitted to the Court for *in camera* review to protect any attorney client or work product privileged information from public disclosure.

58. Further, the Court can see Class Counsel's expertise in this highly specialized area.

59. Specifically, the fees for comparable work by attorneys in same or similar fields as Class Counsel, with other class counsel in many instances exceeding the hourly rates sought to be approved in this Action, and the other attorneys whose lodestars are detailed and submitted to this Court.

60. Preclusion of other employment as an additional factor that can be considered by the Court when arriving at an appropriate multiplier. Texas Disciplinary Rules of Professional Conduct 1.04 (b)(2). This applies here, as taking this case has precluded Class Counsel from taking other work. The time spent on this matter by the firms' attorneys and their staff has required

considerable work that could have, and would have, been spent on other billable matters. As a result of having accepted and been devoted to this case, it is our informed belief the firms wound up not representing parties in cases it otherwise would have, and which in our opinion likely would have compensated this firm at its hourly rates requested in this matter.

61. As a further benefit to the Class, the court appointed Settlement Administrator, Epiq Class Action and Claims Solution, Inc., will be paid separately by the Defendant, rather than from the Settlement Fund.

My name is Jeff Ostrow, my date of birth is February 4, 1972, and my address is One West Las Olas Blvd., 5th Floor, Fort Lauderdale, Florida 33301. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Ft. Lauderdale, Florida, this 7th day of April, 2023.

/s Jeff Ostrow
JEFF OSTROW

My name is Jeffrey Douglas Kaliel, my date of birth is March 10, 1978, and my address is 1100 15th St NW, Washington, DC 20005. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Washington, D.C., this this 7th day of April, 2023.

/s Jeffrey D. Kaliel
JEFFREY D. KALIEL

EXHIBIT 1

KalielGold
1100 15th Street, NW | 4th Floor
Washington, DC 20005
202.350.4783
www.kalielgold.com

KALIEL GOLD PLLC

Kaliel Gold PLLC was founded in 2017 and is a 100% contingency Plaintiff-side law firm. Our attorneys have decades of combined experience and have secured hundreds of millions of dollars for their clients. Our firm's practice focuses on representing consumers in class action litigation and specifically on cases in the consumer financial services sector. In the four years since our firm was founded, our firm has been appointed lead counsel or co-lead counsel in numerous class action and putative class action lawsuits in state and federal courts nationwide including most recently in *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.); *Walters v. Target Corp.,* No. 3:16-cv-00492 (S.D. Cal.); *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01 GWBC (1st Cir. Haw.); *Liggio v. Apple Federal Credit Union*, No. 18-cv-01059 (E.D. Va.); *Morris et al. v. Bank of America, N.A.,* No. 3:18-cv-00157-RJC-DSC (W.D.N.C.); *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.); *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.); *White v. Members 1st Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.); *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Cnty. Of Bartholomew, Ind.); *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.); *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco Cnty, Cal.); *Martin v. L&N Federal Credit Union*. No. 19-CI-022873 (Jefferson Cir. Ct., Div. One); *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.); *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct., San Francisco Cnty., Cal.).

As shown in the biographies of our attorneys and the list of class counsel appointments, Kaliel Gold PLLC is well versed in class action litigation and zealously advocates for its clients. To learn more about Kaliel Gold PLLC, or any of the firm's attorneys, please visit www.kalielgold.com.

JEFFREY D. KALIEL

Jeffrey Kaliel earned his law degree from Yale Law School in 2005. He graduated from Amherst College summa cum laude in 2000 with a degree in Political Science, and spent one year studying Philosophy at Cambridge University, England.

Over the last 10 years, Jeff has built substantial class action experience. He has received "Washington D.C. Rising Stars Super Lawyers 2015" recognition.

Jeff has been appointed lead Class Counsel in numerous nationwide and state-specific class actions. In those cases, Jeff has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. Jeff has also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members.

Currently Jeff is actively litigating several national class action cases, including actions against financial services entities and other entities involved in predatory lending and financial services targeting America's most vulnerable populations.

Jeff's class action successes extend beyond financial services litigation. He seeks to lead cases that serve the public interest. Jeff has worked with nonprofits such as the Humane Society, Compassion Over Killing, and the National Consumers League to fight for truth in the marketplace on food and animal products.

Jeff has over a decade of experience in high-stakes litigation. He was in the Honors Program at the Department of Homeland Security, where he worked on the Department's appellate litigation. Jeff also helped investigate the DHS response to Hurricane Katrina in preparation for a Congressional inquiry. Jeff also served as a Special Assistant US Attorney in the Southern District of California, prosecuting border-related crimes.

Jeff is a former Staff Sergeant in the Army, with Airborne and Mountain Warfare qualifications. He is a veteran of the second Iraq war, having served in Iraq in 2003.

Jeff is admitted to practice in California and Washington, DC, and in appellate and district courts across the country.

Jeff lives in Washington, D.C. with his wife, Debbie, and their three children.

SOPHIA GOREN GOLD

Sophia Goren Gold is a third-generation Plaintiff's lawyer. A *summa cum laude* graduate of Wake Forest University and the University of California, Berkeley, School of Law, Sophia has spent her entire career fighting for justice.

A fierce advocate for those in need, Sophia's practice centers around taking on financial institutions, insurance companies, and other large corporate interests. Sophia has participated in hundreds of individual and class cases in both state and federal courts across the country. Collectively, she has helped secure tens of millions of dollars in relief on behalf of the classes she represents.

In addition to providing monetary relief, Sophia's extensive litigation experience has resulted in real-world positive change. For example, she brought litigation which resulted in the elimination of the Tampon Tax in the State of Florida, and she was influential in changing the state of Delaware's Medicaid policy, resulting in greater access to life-saving medication.

Sophia is currently representing consumers in numerous cases involving the assessment of improper fees by banks and credit unions, such as overdraft fees, insufficient funds fees, and out of network ATM fees. She is also currently representing consumers who have been the victims of unfair and deceptive business practices.

Sophia is admitted to practice in California and Washington, D.C. When not working, Sophia enjoys spending time with her husband, daughter, and their goldendoodle.

BRITTANY CASOLA

Brittany Casola attended the University of Central Florida in Orlando and graduated in 2012 with a bachelor's degree in Political Science and a minor in Spanish. Brittany earned her Juris Doctorate from California Western School of Law in 2015 and graduated magna cum laude in the top 10% of her class.

Throughout the course of her law school career, she served as a judicial extern to the Honorable Anthony J. Battaglia for the United States District Court, Southern District of California and worked multiple semesters as a certified legal intern for the San Diego County District Attorney's Office. Brittany was awarded Academic Excellence Awards in law school for receiving the highest grade in Trial Practice, Health Law & Policy, and Community Property.

Before joining Kaliel Gold PLLC, Brittany worked as a judicial law clerk for the Honorable Anthony J. Battaglia and as an associate attorney for Carlson Lynch LLP, specializing in consumer complex litigation.

AMANDA ROSENBERG

Amanda Rosenberg graduated *cum laude* from the University of California, Hastings College of the Law in 2011 and the University of California, San Diego in 2008, where she earned departmental Honors with Highest Distinction in history.

Before joining Kaliel Gold PLLC, Amanda represented and advised small businesses and financial institutions in litigation matters including employment disputes, merchant disputes, credit and charge card disputes, wrongful foreclosures, and securities. She has successfully litigated cases in California, Illinois, and Michigan.

Amanda is an active volunteer in her community and has helped numerous individuals understand and navigate their rights in the workplace.

In law school, Amanda worked as an extern for the Honorable Judge Vaughn Walker in the United States District Court, Northern District of California. Amanda was awarded academic excellence awards for receiving the highest grades in Trial Advocacy and Litigating Class Action Employment.

When not working, Amanda loves exploring Michigan's outdoors with her husband, kids, and rescue dog.

CLASS COUNSEL APPOINTMENTS

- *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.);
- *Walters v. Target Corp.,* No. 3:16-cv-00492 (S.D. Cal.);
- *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.).
- *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01 GWBC (1st Cir. Haw.);
- *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.).
- *Liggio v. Apple Federal Credit Union*, Civil No. 18-cv-01059 (E.D. Va.);
- *Morris et al. v. Bank of America, N.A.,* Civil No. 3:18-cv-00157-RJC-DSC (W.D.N.C.);
- *White v. Members 1st Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.);
- *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Bartholomew Cnty., Ind.);
- *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.);
- *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco, Cnty., Cal.);
- *Martin v. L&N Federal Credit Union*. No. 19-CI-022873 (Jefferson Cir. Ct., Division One);
- *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.);
- *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct. San Francisco Cnty., Cal.).
- *Bodnar v. Bank of America, N.A.*, 5:14-cv-03224 (E.D. Pa.);
- *In re Higher One OneAccount Marketing and Sales Practice Litigation.*, No. 12-md-02407-VLB (D. Conn.).
- *Shannon Schulte, et al. v. Fifth Third Bank.*, No. 1:09-cv-06655 (N.D. Ill.);
- *Kelly Mathena v. Webster Bank*, No. 3:10-cv-01448 (D. Conn.);
- *Nick Allen, et al. v. UMB Bank, N.A., et al.*, No. 1016 Civ. 34791 (Cir. Ct. Jackson Cnty., Mo.);
- *Thomas Casto, et al. v. City National Bank, N.A.*, 10 Civ. 01089 (Cir. Ct. Kanawha Cnty., W. Va.);
- *Eaton v. Bank of Oklahoma, N.A.*, and *BOK Financial Corporation, d/b/a Bank of Oklahoma, N.A.*, No. CJ-2010-5209 (Dist. Ct. for Tulsa Cnty., Okla.);
- *Lodley and Tehani Taulva, et al., v. Bank of Hawaii and Doe Defendants 1-50*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw.);
- *Jessica Duval, et al. v. Citizens Financial Group, Inc., et al*, No. 1:10-cv-21080 (S.D. Fla.);
- *Mascaro, et al. v. TD Bank, Inc.*, No. 10-cv-21117 (S.D. Fla.);
- *Theresa Molina, et al., v. Intrust Bank, N.A.*, No. 10-cv-3686 (18th Judicial Dist., Dist. Ct. Sedgwick Cnty., Kan.);
- *Trombley v. National City Bank*, 1:10-cv-00232-JDB (D.D.C.); *Galdamez v. I.Q. Data Internatonal, Inc.*, No. l:15-cv-1605 (E.D. Va.);
- *Brown et al. v. Transurban USA, Inc. et al.*, No. 1:15-CV-00494 (E.D. Va.);
- *Grayson v. General Electric Co.*, No. 3:13-cv-01799 (D. Conn.);
- *Galdamez v. I.Q. Data Internatonal, Inc.*, No. l:15-cv-1605 (E.D. Va.).

EXHIBIT 2

KalielGold PLLC Time

Task	JK	SG
Presuit investigation, Factual Development, Client Meetings and Correspondence *Researched potential causes of action; researched potentially applicable laws and regulations; researched TX state law; researched Prosperity disclosures and compared to other financial institution disclosures; interviewed potential clients; reviewed many sets of monthly bank statements; prepared preservation letter.*	18.4	9.2
Strategy, Case Analysis, Class Counsel Conferences *Strategy meetings internally at the firm and with co-counsel throughout the case.*	14.6	3.4
Pleadings *Researched, drafted, and edited class action complaint.*	22.4	9.4
Discovery *Drafted discovery requests; reviewed document production; meet and conferred on responses; requested, checked and analyzed data and analysis regarding "retry" NSF/OD Fee damages and "APPSN" damages.*	7.6	4.0

Settlement *Engaged in settlement discussions with opposing counsel; attended mediation; coordinated settlement strategy with co-counsel; negotiated and finalized settlement agreement and all associated documentation.*	33.2	9.5
Preliminary Approval *Drafted motion for preliminary approval of class action settlement and accompanying declarations.*	5.2	1.5
Class Notice *Worked with notice administrator to develop notice plan; drafted notices; oversaw notice process.*	19.2	1.2
Final Approval, Settlement Execution, Distribution of Common Fund (Estimated) *Prepare motion for final approval and all supporting declarations, respond to objections, respond to class member inquiries, prepare for and attend final approval hearing, work with settlement administrator to ensure proper distribution of funds to class members, prepare any post-final approval motions.*	25.0	5.0
Totals	**145.6**	**43.2**

Attorney	Rate	Hours	Total
Jeffrey Kaliel	$829	145.6	$120,702.40
Sophia Gold	$733	43.2	$31,665.60
		188.8	**$152,368.00**

KalielGold PLLC Expenses

Task	**Amount**
Mediation	$2,000.00
Travel	$450.00
Court Fees	$255.88
Total	$2,705.88

EXHIBIT 3

FIRM **RESUME**

One West Las Olas Boulevard, Suite 500
Fort Lauderdale, Florida 33301

Telephone: 954.525.4100
Facsimile: 954.525.4300
Website: www.kolawyers.com

Miami – Fort Lauderdale – Boca Raton

OUR **FIRM**

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO **WE ARE**

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

CLASS ACTION **PLAINTIFF**

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of $500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION **DEFENSE**

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT **LITIGATION**

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mash manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS **OF PRACTICE**

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

FIND US **ONLINE**

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

CLASS ACTION AND MASS TORT SETTLEMENTS

FINANCIAL INSTITUTIONS

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - $4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - $41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - $1.8 million

Mayo v. Affinity Plus Fed. Credit Union, 27-CV-20-11786 (4th Judicial District Minn. 2022) - $1 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Cty., Ga. 2022) - $2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - $1.9 million

Clark v. Hills Bank and Trust Co., LACV080753 (Iowa Dist. Johnson Co. 2022) - $740,000

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - $10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - $3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - $1 million

Perri v. Notre Dame Federal Credit Union, 71C01-1909-PL-000332 (Cir. Ct. St. Joseph 2021) - $800,000

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - $5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - $16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y 2021) - $17 million

Baptiste v. GTE Financial, 20-CA-002728 (Cir. Ct. Hillsborough 2021) - $975,000

Morris v. Provident Credit Union, CGC-19-581616 (Sup. Ct. San Francisco 2020) - $1.1 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - $24.5 million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - $66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - $27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - $1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - $16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - $4.75 million

Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - $24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – $3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - $1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - $2.2 million

Blahut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - $9.4 million

Wolfgeher Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - $18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - $19.0 million Settlement

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - $2.9 million Settlement

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - $2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - $13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - $6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - $18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - $9.0 million

FALSE PRICING

Gattinella v. Michael Kors (USA), 14-Civ-5731 (WHP) (S.D. NY 2015) - $4.875 million

Stathakos v. Columbia Sportswear, 4:15-cv-04543-YGR (N.D. Ca. 2018) - Injunctive relief prohibiting deceptive pricing practices

---

CONSUMER PROTECTION

Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - $4.3 million

Gupta v. Aeries Software, Inc., 8:20-cv-00995 (C.D. Ca. 2022) - $1.75 million

In Re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - $4.75 million

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) – $12.6 million

Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) – $8.2 million

Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - $4.9 million

Bloom v. Jenny Craig, Inc., 18-cv-21820-KMM (S.D. Fla. 2019) - $3 million

Masson v. Tallahassee Dodge Chrysler Jeep, LLC, 1:17-cv-22967-FAM (S.D. Fla. 2018) - $850,000

DiPuglia v. US Coachways, Inc., 1:17-cv-23006-MGC (S.D. Fla. 2018) - $2.6 million

In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - Liaison Counsel

---

MASS TORT

In re Zantac (Ranitidine) Prods. Liab. Litig., 9:20-md-02924-RLR (S.D. Fla.) - MDL No. 2924 – Co-Lead Counsel

In re: Stryker Rejuvenate and ABG II PRODUCTS LIABILITY LITIGATION, 13-MD-2411 (17th Jud. Cir. Fla. Complex Litigation Division)

In re: National Prescription Opiate Litigation, 1:17-md-02804-DAP (N.D. Ohio) - MDL 2804

In re: Smith and Nephew BHR Hip Implant Products Liability Litigation, MDL-17-md-2775

Yasmin and YAZ Marketing, Sales Practivces and Products Liability Litigation, 3:09-md-02100-DRH-PMF (S.D. Ill.) – MDL 2100

In re: Prempro Products Liab. Litigation, MDL Docket No. 1507, No. 03-cv-1507 (E.D. Ark.)

JEFF OSTROW

Managing Partner

Bar Admissions
The Florida Bar
District of Columbia Bar

Court Admissions
Supreme Court of the United States
U.S. Court of Appeals for the Eleventh Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan
U.S. District Court, Western District of Tennessee
U.S. District Court, Western District of Wisconsin
U.S. District Court, Western District of Kentucky
U.S. District Court, Northern District of New York
U.S. District Court, District of Colorado

Education
Nova Southeastern University, J.D. - 1997
University of Florida, B.S. – 1994

Email: Ostrow@kolawyers.com

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 25 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the areas of consumer class actions, sports and business law. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow is an accomplished trial attorney who represents both Plaintiffs and Defendants, successfully trying many cases to verdict involving multi-million dollar damage claims in state and federal courts. Currently, he serves as lead counsel in nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over $1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings . In addition, Mr. Ostrow has served as lead Class Counsel in consumer class actions against some of the

world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, pharmaceutical companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Eastern District of Michigan, Northern District of Illinois, Western District of Tennessee, Western District of Wisconsin, and the U.S. Court of Appeals for the Eleventh Circuit. Mr. Ostrow is also member of several Bar Associations.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni-owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is a Member of the Broward County Courthouse Advisory Task Force. He is also the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons, 2 of which currently attend the University of Florida.

ROBERT C. GILBERT

Partner

Bar Admissions
The Florida Bar
District of Columbia Bar

Court Admissions
Supreme Court of the United States
U.S. Court of Appeals for the 11th Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida

Education
University of Miami School of Law, J.D. - 1985
Florida International University, B.S. - 1982

Email: Gilbert@kolawyers.com

Robert C. "Bobby" Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs' Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation's largest banks that challenged the banks' internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs' liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding $1.1 billion, including Bank of America ($410 million), Citizens Financial ($137.5 million), JPMorgan Chase Bank ($110 million), PNC Bank ($90 million), TD Bank ($62 million), U.S. Bank ($55 million), Union Bank ($35 million) and Capital One ($31.7 million).

Bobby has been appointed to leadership positions is numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Beach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over $74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding $93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.

JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida
U.S. District Court, Northern District of Illinois
U.S. District Court, Western District of Michigan
U.S. District Court, Western District of New York
U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997
Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over $500,000,000 for millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, and data breach. In addition, Mr. Streisfeld has litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships. Mr. Streisfeld also provides legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters.

As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee. Mr. Streisfeld currently serves as a member of the Board of Temple Kol Ami Emanu-El.

DANIEL TROPIN

Partner

Bar Admissions
The Florida Bar

Court Admissions
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida

Education
University of Virginia, J.D. - 2012
Emory University, B.A. - 2008

Email: tropin@kolawyers.com

Daniel Tropin is a litigator who specializes in complex commercial cases and class action litigation. Mr. Tropin joined the law firm as a partner in 2018, and has a wealth of experience across the spectrum of litigation, including class actions, derivative actions, trade secrets, arbitrations, and product liability cases.

Mr. Tropin graduated from the University of Virginia law school in 2012, and prior to joining this firm, was an associate at a major Miami law firm and helped launch a new law firm in Wynwood. He was given the Daily Business Review's Most Effective Lawyers, Corporate Securities award in 2014. His previous representative matters include:

- Represented a major homebuilder in an action against a former business partner, who had engaged in a fraud and defamation scheme to extort money from the client. Following a jury trial, the homebuilder was awarded $1.02 billion in damages. The award was affirmed on appeal.

- Represented the former president and CEO of a cruise line in a lawsuit against a major international venture capital conglomerate, travel and entertainment company, based on allegations of misappropriation of trade secrets, breach of a non-disclosure agreement, and breach of a partnership agreement.

- Represented the CEO of a rapid finance company in an action seeking injunctive relief to protect his interest in the company.

- Represented a medical supply distribution company an action that involved allegations of misappropriation and breach of a non-circumvention agreement.

- Represented a mobile phone manufacturer and distributor in a multi-million-dollar dispute regarding membership interests in a Limited Liability Company, with claims alleging misappropriation of trade secrets and breach of fiduciary duty.

- Represented a major liquor manufacturer in a products liability lawsuit arising out of an incident involving flaming alcohol.

KRISTEN LAKE CARDOSO

Partner

Bar Admissions
The Florida Bar
The State Bar of California

Court Admissions
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of Michigan

Education
Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on complex commercial cases and consumer class actions. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, other business torts, as well as consumer protection statutes.

Mrs. Cardoso's class action cases have involved, amongst other things, data breaches, violations of state consumer protection statutes, and breaches of contract. Mrs. Cardoso has represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Ms. Cardoso has also represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms. Mrs. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes.

Mrs. Cardoso is admitted to practice law throughout the State of Florida, as well as in the United States District Courts for the Southern District of Florida and the Northern District of Florida. Mrs. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Mrs. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Mrs. Cardoso serves as a volunteer at Saint David Catholic School. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.

EXHIBIT 4

Kopelowitz Ostrow P.A. Time

Task	JO	JMS	DET	RFG	TMB
Presuit investigation, Factual Development, Client Meetings and Correspondence *Review documents related to case; investigate factual issues related to Prosperity Bank*		.8			
Strategy, Case Analysis, Class Counsel Conferences *Strategy meetings internally at the firm and with co-counsel throughout the case.*		7.05		.5	.75
Pleadings *Researched, drafted, and edited class action complaint and other briefing including summary judgment and motion practice related to appeal.*		13.85	16.8	20.75	

Discovery *Drafted discovery requests; reviewed discovery responses; meet and conferred on responses*		4.7			2.5
Settlement *Engaged in settlement discussions with opposing counsel; attended mediation; coordinated settlement strategy with co-counsel; negotiated and finalized settlement agreement and all associated documentation.*	21.75	11.75		2.5	
Preliminary Approval *Drafted motion for preliminary approval of class action settlement and accompanying declarations.*		13.35			
Class Notice *Worked with notice administrator to develop notice plan; drafted notices; oversaw notice process.*	.7	4.8			

Final Approval, Settlement Execution, Distribution of Common Fund (Estimated) *Prepare motion for final approval and all supporting declarations, respond to objections, respond to class member inquiries, prepare for and attend final approval hearing, work with settlement administrator to ensure proper distribution of funds to class members, prepare any post-final approval motions.*	2.5	2.2	15.5		3.7
Totals	24.95	58.5	32.3	23.75	7.35

Attorney	**Rate**	**Hours**	**Total**
JO	$829	24.95	$20,683.55
JMS	$829	58.5	$48,496.50
DET	$733	32.3	$23,675.90
RFG	$350	23.75	$8,312.50
TMB	$200	7.35	$1,470.0
			$102,638.45

Kopelowitz Ostrow P.A. Expenses

Task	Amount
Travel	$1,291.20
Court Fees	$511.76
Expert Witnesses Arthur Olsen Jeremy Doyle	 $23,450.00 $2,500.00
Total	$27,752.96

EXHIBIT C

CAUSE NO. 109569-CV

CARRIE MEIER, on behalf of herself and all persons similarly situated,	IN THE DISTRICT COURT
Plaintiff,	BRAZORIA, TEXAS
v.	
PROSPERITY BANK,	239TH JUDICIAL DISTRICT
Defendant.	

DECLARATION OF JEFF EDWARDS

1. My name is Jeff Edwards. I am over the age of 18. This declaration is true and correct, and based on my personal knowledge.

2. I am a member in good standing of the State Bar of Texas and have been admitted to practice before this Court. I am the founding member of Edwards Law.

3. I serve as co-counsel for the named Plaintiff, Carrie Meier, and the putative class of plaintiffs in this class action. Throughout the case, I have worked continuously on this case and devoted significant resources to the litigation since its inception. I have spent considerable time on this case and have been involved in numerous aspects of the case.

4. I submit this declaration in support of the Plaintiffs' Motion to Approve Attorneys' Fees and Expenses.

I. BACKGROUND AND EXPERIENCE

5. After graduating from Dartmouth College in 1993, I taught middle school in the Rio Grande Valley in Texas as part of the Teach for America Program. Subsequently in 1999, I

graduated from the University of Texas School of Law and LBJ School of Public Affairs with a joint degree in law and public policy.

6. I am admitted to practice law in the State of Texas (1999), in all four of its federal districts as well as the Western District of Michigan, the Northern District of California (on a *pro hac* basis), the Southern District of Georgia (on a *pro hac* basis), the state of Alabama (on a *pro hac* basis), the United States Court of Appeals for the Fifth Circuit, and the United States Supreme Court. I have practiced law for over twenty years – first as a defense attorney with Brobeck Phleger & Harrison, and then on behalf of plaintiffs with the firm Whitehurst, Harkness, Ozmun & Brees. I now run Edwards Law Group (Edwards Law), a plaintiff-side personal injury, products liability, commercial litigation, and civil rights firm based in Austin, Texas.

7. My legal practice consists primarily of personal injury, including wrongful death, products liability, medical malpractice, civil rights, commercial, and class action litigation.

8. Over the years I have been a panelist and featured speaker in various professional and educational forums. I have spoken numerous times at the University of Texas School of Law and to members of the state and federal bar about issues ranging from federal court litigation to trial procedure to professionalism to pro bono involvement.

9. From 2017-2021, I taught an advanced seminar on Constitutional Litigation at the University of Texas School of Law.

10. I served on the Board of Volunteer Legal Services of Central Texas ("VLS") from 2001 – 2012 and also served as co-chair of its Advisory Board. I was on VLS' executive board for several years and served as President in 2007-2008. In 2005, the President of the State Bar, along with Justices from the Texas Supreme Court, selected me to serve as a Commissioner on Texas' Access to Justice Commission. During my tenure, I chaired the commission's technology committee,

which successfully arranged for the provision and delivery of $800,000 of computers and computer equipment to organizations providing legal services to the indigent population in Texas.

11. I am a fellow in the International Academy of Trial Lawyers, a master in the Lloyd Lochridge American Inns of Court, a member of the American Board of Trial Advocates, and served several years on the board of the Juvenile Diabetes Research Foundation in Austin, a charitable organization in which I remain deeply involved.

12. In addition to my pro bono and community efforts, I have received a number of honors and distinctions. I am board certified in personal injury by the Texas Board of Legal Specialization. From 2005-2011, I was honored as a Rising Star in personal injury. From 2011 through the present, I have been similarly honored as a Texas Super Lawyer in the field of personal injury and since 2021 have been named one of Central Texas' Go To Top 50 Super Lawyers. In 2004, the Austin business community named me Austin's most outstanding lawyer under 40. In 2008 and 2018, the Texas Civil Rights Project presented me with its Pro Bono Champion Award for my lead role in recovering compensation for victims of sexual abuse in the juvenile justice system and for achieving system wide reforms as part of putative class action reforms that remain in place today, and for litigating *Cole v. Collier*, a class action that required the state prison system to provide air conditioning at the Pack Unit, a prison housing elderly and disabled inmates. I am a member of the multimillion-dollar advocates forum, an organization of plaintiffs' lawyers that have achieved recoveries in excess of two million dollars, of which I have several. I have been named to the Top 100 Trial Lawyers list in Texas since 2011. Since 2013, I have been selected for inclusion into the national publication, The Best Lawyers in America, in the field of commercial litigation, and Edwards Law Group has been honored as a best law firm since 2015. In 2015, the Texas Lawyer named me its Litigator of the Week after winning a wrongful death verdict against Swisher County,

Texas in Federal Court in Amarillo based on claims brought under the Americans with Disabilities Act and a §1983 *Monell* theory. In 2018, I was named Austin's Trial Lawyer of the Year by the Capital Area Trial Lawyers Association. In 2019, I was named one of the top attorneys in Austin in the field of plaintiffs-side medical malpractice. And as part of Acquisition International's Leading Advisor Awards, I was named Texas' Leading Civil Rights Litigation Attorney of the Year in 2021 and 2022. And in 2022, the University of Texas School of Law honored me for outstanding work advancing the public interest based primarily on obtaining injunctive relief leading Texas Medicaid beneficiaries and Texas' inmate population to receive costly medications to cure their Hepatitis C.

B. Professional Experience in Complex and Class Litigation

13. Over the course of my professional career, I have primarily represented people or businesses that have suffered serious injuries or that have been defrauded. I have achieved trial victories in state and federal court.

14. For the first three years of my career, I was an associate at Brobeck Phleger & Harrison, where I practiced complex and securities fraud litigation. I assisted with the defense of numerous class actions, including claims against Compaq Computer, Nokia, Tidel, and Electronic Business Corporation.

15. Subsequently, I joined the plaintiffs' firm Whitehurst, Harkness, Ozmun & Brees. While there, I developed an expertise in civil rights litigation, products liability, and medical malpractice. I obtained one of the nation's highest civil rights, settlements – $10.45 million before adjusting for fees and expenses – in a wrongful imprisonment case in which police coerced a confession from an innocent man. In 2008, when my law partner, Scott Ozmun, left to join the Travis County District Bench, I started my own practice.

16. Over the twenty-plus years in which I have been a plaintiffs' lawyer, I have handled numerous, complex litigations and have been counsel in several class actions. I was lead counsel in a series of multi-plaintiff, multi-defendant wrongful death cases seeking damages and injunctive relief concerning the consequences of oppressive heat in Texas' prisons and the high number of deaths from hyperthermia. In these cases, I was lead counsel for eight families who lost a loved one due to dangerously high indoor temperatures in TDCJ prisons. These cases settled in 2018 on terms favorable to the plaintiffs, and with some of the highest settlement amounts ever paid by the Texas Department of Criminal Justice. In addition, after the Fifth Circuit affirmed class certification on ADA and § 1983 claims, my firm achieved a landmark settlement in which TDCJ was required to provide air conditioning to inmates at the Pack Unit, and provide safe living temperatures to all class members. Federal District Court Judge Keith Ellison in the Southern District of Texas praised the work my firm did, calling it some of the finest lawyering he has seen.

17. Edwards Law also has monitored TDCJ's compliance with the agreement since the settlement. As part of its monitoring, Edwards Law discovered various areas of non-compliance and was awarded sanctions on behalf of the Class for violations of the Court's order and settlement.

18. I was also lead counsel in *Roppolo, et al. v. Linthicum, et al.,* Civil Action No. 2:19-CV-262 (S.D. Tex.), a class action against the Texas prison system for alleged deliberate indifference for failing to provide Direct Acting Antiviral (DAA) drugs to prisoners with Hepatitis C. After numerous depositions and class action argument, my firm and I were able to achieve a settlement where all members of the class will receive DAA treatment. For our work in that case, Judge Nelda Ramos praised our work and approved a significant fee award.

19. I was also lead counsel in *Coleman v. Young, et al.*, Civil Action No. 1:20-cv-00847-RP, a class action brought against the State for failing to provide the same medications to Medicaid

beneficiaries in Texas. Following the granting of class certification, the State agreed to provide the medications to all Medicaid beneficiaries at a cost of approximately $145,000,000.

20. As lead counsel on behalf of several victims of sexual abuse in the Texas Juvenile Justice System, I recovered significant damages for several victims and assisted a team of lawyers in an accompanying class action seeking to obtain long term changes to the way medications were delivered, mental health issues were addressed, and juveniles were classified at the Texas Youth Commission. The action settled and we achieved meaningful long-term reforms prior to class certification.

21. I also represented several minors who had been abused by a Parks Department official while supervising their probation. As a consequence, the City of Austin shut down the program.

22. Additionally, I have handled numerous civil rights and ADA cases concerning discrimination practices and inadequate prison medical care and have obtained many settlements with the state of Texas. In addition to prison and jail misconduct, I have successfully handled police shootings, excessive force, and governmental invasions of privacy. In one such case, I represented a family of a young man killed by his girlfriend's ex-boyfriend after police allowed him access to her apartment during an emergency call. While the case ultimately resulted in a defense verdict, I successfully argued at the Fifth Circuit that allowing third parties access to a home during an otherwise lawful search violated the Fourth Amendment, that the officers involved were not entitled to qualified immunity, and that the invasion of privacy violation could form the basis for a wrongful death action under §1983.

23. I have been lead counsel in more than 150 wrongful death cases and have achieved significant results in cases ranging from wrongful imprisonment to product defects against automotive, pharmaceutical, medical device, scuba equipment, and electronic door and gate

manufacturers, many of which were multi-party, multi-defendant cases. In addition, I have successfully prosecuted complex claims and achieved significant confidential results against international law firms, investment banks, corporate partnerships, and corporations.

24. Edwards Law Group was also one of five firms representing consumers in a class action against Apple Corporation and several companies that sell or distribute apps on Apple's App Store, including Twitter, Path, Instagram, and YELP, for copying or uploading consumer address books without permission. The case was settled on terms favorable to the plaintiff class. *See Opperman v. Kong Tech., Inc.*, No. 13-CV-00453-JST, Doc. 925 (N.D. Cal. Mar. 27, 2018).

25. I am one of three lawyers certified as class counsel to represent a nationwide class of borrowers in a consumer class action against Gregory Funding, LLC that was certified in the 290th District Court of Harris County, Texas. *White v. Gregory Funding LLC*, No. 2017-20800. This case settled on terms favorable to the plaintiff class, and the Court approved attorneys' fees for me at my 2021 rate of $800 an hour.

26. In a different case, Edwards Law (working as co-lead counsel with Winston & Strawn) represented a class of all Texas Department of Criminal Justice inmates at a Texas prison where 20 men died of COVID-19 complications, due to TDCJ's inadequate protective measures. After the Court certified the class, and after an 18-day trial, the district court found in favor of the plaintiffs. While the injunction ordered by the Court was ultimately overturned at the Fifth Circuit, both courts noted that counsel's actions resulted in lives being saved and countless inmates protected.

27. In addition to my involvement, Edwards Law Group attorneys Michael Singley, David James, and Paul Samuel participated in this litigation and assisted co-counsel on numerous tasks.

Our firm deployed all necessary resources, including financial commitments and attorney time, to resolve this matter.

28. David James is a senior associate who joined Edwards Law in August 2015. James is a member in good standing of the State Bar of Texas.

29. James graduated with honors from Rice University in May 2011 with degrees in philosophy and chemistry, and the University of Texas School of Law in 2014.

30. James was awarded the University of Texas School of Law's prestigious one-year Justice Corps post-graduate fellowship to practice with the Texas Civil Rights Project, where he practiced civil rights litigation, and worked on litigation involving Texas prisons. At the conclusion of his fellowship, James joined Edwards Law Group.

31. Since beginning to work for Edwards Law, James has participated in numerous trials, a two-week long preliminary injunction hearing, an 18-day bench trial conducted entirely by Zoom due to the COVID-19 pandemic, and multiple appeals to the Fifth Circuit (including an oral argument).

32. In addition to this case, James has participated extensively in the certified class actions for which Edwards Law was class counsel discussed above: *Cole v. Collier*, *Opperman v. Kong*, *Valentine v. Collier*, *White v. Gregory Funding*, *Roppolo v. Linthicum et al,* and *Coleman v. Young, et al*.

33. I have reviewed James' hours and hourly rate of $600 per hour, and believe they are both fair and reasonable. James' hours are accurate, based on my personal knowledge of the extensive work he performed on this case.

34. Mike Singley graduated from Stanford University in 1991, and subsequently in 1995, he graduated from the University of Texas School of Law. After graduating law school, Singley

worked as a briefing attorney for the Honorable Mack Kidd of the Texas Court of Appeals for the Third District, in Austin for a year between 1995 and 1996.

35. Singley was admitted to the Texas State Bar in 1995 and is admitted to practice law in all four of the state's federal districts, the United States Court of Appeals for the Fifth Circuit, and the United States Supreme Court. Singley was also admitted to the Oklahoma State Bar in 2012. Singley has been in private practice of law in Austin, Texas, for over 20 years—first as a defense attorney with Clark, Thomas & Winters and Brobeck Phleger & Harrison, and then on behalf of plaintiffs with the firm of Mundy & Singley, LLP from 2002-2012 and since then as a sole practitioner with The Singley Law Firm, PLLC from 2012-2017. In 2017, Singley joined Edwards Law Group.

36. Singley's legal practice consists primarily of commercial litigation and complex products and mass tort cases.

37. After clerking for Justice Kidd at the Austin Court of Appeals, Singley practiced with Clark, Thomas & Winters and then at Brobeck Phleger & Harrison. There Singley practiced in the area of complex mass tort litigation, including the asbestos, Fen-Phen, and firearm litigations, and other complex civil cases, including trials and all areas of pretrial work, involving complex expert work and legal issues.

38. Subsequently, in 2002, Singley co-founded the plaintiffs' firm Mundy & Singley, LLP, with his former partner Jeffery Mundy, and since 2012 Singley has continued his plaintiff's practice as a solo practitioner with The Singley Law Firm, PLLC before joining Edwards Law Group in 2017.

39. Over the years in which Singley has been a plaintiff's lawyer, he has handled numerous complex cases, particularly in the area of asbestos cancer mass-tort litigation, including

participation in the State of Texas multidistrict litigation for asbestos. In addition to trial and workup of all phases of asbestos cancer cases, Singley has argued and prevailed on many types of complex motion practice before the asbestos multidistrict court for all asbestos proceedings in Texas and has consistently achieved significant confidential results in asbestos cancer cases.

40. Singley has also regularly handled highly complex civil cases.

41. In a multi-defendant asbestos cancer case in Oklahoma, Singley prevailed on an interlocutory appeal to reverse the trial court's grant of summary judgement based on the statute of repose, involving a high degree of legal and factual complexity. *Olsen v. Oklahoma Gas & Elec. Co.*, 288 P.3d 940 (Okla. App. 2012).

42. Singley also argued an appeal of a wrongful death case with significantly complex legal issues to the Waco Court of Appeals and the Texas Supreme Court. See *Kirwan v. City of Waco,* 249 S.W.3d 544 (Tex. App.—Waco 2008), reversed by *City of Waco v. Kirwan*, 298 S.W.3d 618 (Tex. 2009).

43. Singley has been lead counsel in numerous wrongful death and other complex cases, most of which were multi-party, multi-defendant cases, and has achieved significant results in the vast majority. Singley has successfully prosecuted complex claims and achieved significant confidential results against major national law firms and Fortune 500 companies, particularly in the asbestos cancer mass tort cases.

44. In the course of his work on the cases discussed above, Singley has acquired a great deal of experience in all aspects of complex litigation, including work with many expert witnesses on highly complex technical matters.

45. I have reviewed Singley's hours and hourly rate of $750 per hour, and believe they are both fair and reasonable. Singley's hours are accurate, based on my personal knowledge of the extensive work he performed on this case.

46. Paul Samuel is an associate who joined Edwards Law in June 2021. Samuel is a member in good standing of the State Bar of Texas.

47. Samuel graduated with honors from University College London with a degree in laws in 2015, and the University of Texas School of Law in 2020.

48. Prior to Edwards Law, Samuel worked at Ellwanger Law on employment discrimination and civil rights cases in Texas. After Ellwanger Law, Samuel joined Edwards Law Group.

49. I have reviewed Samuel's hours and hourly rate of $450 per hour, and believe they are both fair and reasonable. Samuel's hours are accurate, based on my personal knowledge of the work he performed on this case.

50. I also supervised the work of the legal assistants who worked on this matter, Olivia Land, and Ben Szurek. Land is a graduate of the University of Georgia and is now at University of California Irvine School of Law, and Szurek is a graduate of Columbia University. Each of the legal assistants performed work that lawyers would otherwise have been required to do, and we have excluded the type of clerical work that is typically excluded from fee-shifting requests. Each of the legal assistants worked the hours actually recorded in their attached logs, which I have reviewed and believe to be accurate. The rates sought for the work of legal assistants of their caliber, $225 per hour, is fair and reasonable.

II. WORK PERFORMED

A. Litigation and Settlement

51. Prior to filing this case, Edwards Law Group attorneys conferred with lead counsel to strategize how to most effectively obtain relief and prepared the original petition.

52. In addition to preparing the petition, Edwards Law assisted in discovery, legal research, the preparation of and filing of motions, appellate analysis, hearings, and mediation.

53. The mediation process and settlement negotiations that formed the basis of the Settlement Agreement were complex, protracted, and contentious. The scope of the relief afforded to the class was negotiated prior to and independently of the amount of attorneys' fees and expenses, and the scope of the relief dominated throughout negotiations. The amount of fees was negotiated only after all other terms were agreed upon.

B. Lodestar for Work Performed

54. I am familiar with the rates attorneys charge for services statewide. As my practice commonly includes cases in which attorney's fees are sought, I periodically review and maintain an awareness of Texas law governing recovery of attorney's fees. I also periodically review attorney fee rate surveys and inquire of other attorneys of similar skill levels what rates they are charging for various types of cases.

55. I am familiar with the factors that may be considered in determining the reasonableness of an attorney's fee set forth in Rule 1.04(b) of the Texas Disciplinary Rules of Professional Conduct, which are, for the most part, adopted by state and federal courts. *See, e.g., Arthur Anderson & Co. v. Perry Equip. Corp.*, 945 S.W.2d 812 (Tex. 1997), and *Johnson v. George Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974); and *American Benefit Life Ins. Co. v. Baddock (In Re: First Colonial Corp.)*, 544 F.2d 1291 (5th Cir. 1977).

56. The attorneys and staff working on this case performed significant work, as indicated in Exhibit 1 to this declaration. Exhibits 1 reflects a true and correct summary of my firm's hours and expenses. I am personally familiar with Edwards Law's work indicated in Exhibit 1, and all the hours performed by Edward's Law indicated in Exhibit 1 are true and correct, and were reasonable and necessary in representing the Plaintiffs.

57. Numerous hours were spent preparing this case that are not reflected in Exhibit 1. My firm has not charged for numerous hours spent reviewing short emails, writing brief correspondence, brief telephone calls with opposing counsel and experts, and numerous informal conversations between myself and the attorneys on the legal team regarding case strategy and upcoming tasks.

58. The expenses charged by Edwards Law, as indicated in Exhibit 1, would normally be billed to the Plaintiffs in this case.

59. Absent a recovery out of the common funds, my firm will not receive any payment for our work in this case.

60. I further reviewed Exhibit 1 to this motion, which shows the fees, litigation expenses, and costs incurred by Edwards Law in this litigation. The time entries for myself, Mr. Singley, Mr. James, Mr. Samuel, and the support staff working under my supervision were made contemporaneously, or soon thereafter the work indicated was performed. The hours indicated are the actual time expended on the tasks described. I believe the hours expended and expenses incurred by the Edwards Law firm were reasonable and necessary to achieving the ultimately successful result in this case.

61. The rates claimed in this case by myself, Mr. Singley, Mr. James, and Mr. Samuel ($850/hour, $750/hour, $600/hour, and $450/hour, respectively), are reasonable for a party to engage counsel with qualifications like the attorneys at my firm. Many of my contemporaries,

including attorneys I went to law school with, or began my career as a new associate with, are now charging far higher rates. Though these attorneys are excellent lawyers, they actually have less trial experience than the lawyers at my firm and myself due to the nature of their practice. I personally know lawyers with the same level of experience and qualifications as myself who bill at higher rates. In fact, I have served as co-counsel on cases with the firms Winston Strawn, Gibbs & Bruns and Reynolds Frizzell where similarly qualified attorneys billed at rates equal to or higher than Edwards Law. And, in 2021, the Harris County District Court approved similar rates for myself in the *White v. Gregory Funding* class action litigation.

62. The legal support staff employed by my firm who performed work on this case, performed meaningful work such as assisting class members to understand the settlement and review of documents that would traditionally be done by attorneys, and which would have been done by lawyers absent staff capable of performing the task. The staff who performed work on this case are highly skilled and competent, and the rates claimed for them are reasonable and typical in the Austin legal market. Their hourly rate is commensurate with their education and experience.

63. Given the result, the rates we seek are reasonable for this type of extremely difficult litigation.

64. In determining that all these fees and expenses were reasonable and necessary, I have considered the nature of this case, the claims and defenses, the fee customarily charged in the relevant markets for similar legal services, the likelihood that accepting this case would preclude the attorneys' involved from accepting other employment, the results obtained, the amount of time spent litigating the case, the novelty and difficulty of the issues involved, the skill required to perform the legal services properly and promptly, the length of the professional relationship

between counsel and the Plaintiffs, the experience, reputation, and abilities of lawyers performing the services, and whether the fee is fixed or contingent.

65. I declare under penalty of perjury that the above is true and correct.

Executed on April 4, 2023 in Austin, Texas.

Jeff Edwards

EXHIBIT 1

Edwards Law Group Time

Task	JE	MS	DJ	PS	BWS	OL
Strategy, Case Analysis, Class Counsel Conferences *Strategy meetings internally at the firm and with co-counsel throughout the case.*	1.5	7.7	.5	.4	.2	2.8
Pleadings *Review and edit class action complaint , summary judgment briefing, and other pleadings prepare, finalize and file motions; maintain case file*	2.1	10.2			.8	8.1
Discovery *Revise discovery requests and responses; meet and conferred on responses; review of incoming discovery.*	.6	2.3				.6
Settlement *Attended mediation; reviewed settlement documentation*	.4	15.0				
Preliminary Approval	.2			.3	2.9	

Review, revise and file motion for preliminary approval of class action settlement and accompanying declarations.						
Final Approval, Settlement Execution, Distribution of Common Fund (Estimated) *Review, revise, and file motion for final approval and all supporting declarations, respond to objections, prepare for and attend final approval hearing, prepare any post-final approval motions.*	3.0		.2	.1	1.3	
Totals	7.8	35.2	.7	.8	5.2	11.5

Attorney	**Rate**	**Hours**	**Total**
JE	$850	7.8	$6,630.00
MS	$750	35.2	$26,400.00
DJ	$600	.7	$420.00
PS	$450	.8	$360.00
BWS (Assistant)	$225	5.2	$1,170.00
OL (Assistant)	$225	11.5	$2,587.50
Totals		61.2	**$37,567.50**

Edwards Law Group Expenses

Item	**Amount**
Court Fees	$763.74
Total	$763.74

EXHIBIT D

CAUSE NO. 109569-CV

CARRIE MEIER, on behalf of herself and all persons similarly situated,	IN THE DISTRICT COURT
Plaintiff,	BRAZORIA, TEXAS
v.	
PROSPERITY BANK,	239TH JUDICIAL DISTRICT
Defendant.	

Declaration of Jeremy Doyle Regarding
Attorneys' Fees and Costs Application

Jeremy Doyle, Esq. declares as follows:

Background and Qualifications

1. I am a member in good standing of the State Bar of Texas and am admitted to practice in all Texas federal courts. I attended law school at the University of Texas School of Law, where I graduated in 1999 with High Honors. I also graduated from the University of Texas at Austin Red McCombs School of Business with an M.B.A. in 1999. I was licensed to practice law in Texas shortly thereafter. I began my career with Gibbs & Bruns LLP as an associate in Houston in 1999. I became a partner at the firm in 2005, then left to form my own firm, Reynolds Frizzell LLP in 2009, where I practice today as a partner. I was named "Best Lawyers in America" in commercial litigation in 2013, a "Future Star" by Legal Media's Benchmark Litigation in 2013, a Texas Super Lawyer by Texas Monthly magazine in 2014, and a top litigation lawyer in Texas by Chambers USA every year since 2017, among other honors.

2. I practice primarily in the areas of complex commercial litigation, representing plaintiffs and defendants in multi-million dollar cases in state and federal courts and arbitrations. A copy of my biography on the Reynolds Frizzell website is affixed to this declaration.

3. As a result of my education, training, and experience, as well as speaking with attorneys and reviewing state and local surveys of attorney's fee rates, I have knowledge of the

rates charged by law firms for such civil trial work in Texas and the legal work reasonably required to prepare, try, and appeal a case.

4. I am familiar with the rates attorneys charge for services in Texas. As my practice commonly includes cases in which attorney's fees are sought, I periodically review and maintain an awareness of Texas law governing recovery of attorney's fees. I also periodically review attorney fee rate surveys and inquire of other attorneys what rates they are charging for various types of cases.

5. I have been asked by the law firms who prosecuted this action ("Class Counsel") to give my opinion on whether the attorneys' fees they have requested here are reasonable. I have examined the events of this case. I also have reviewed the applicable Texas law. My opinion also addresses whether Class Counsel's request for a multiplier is reasonable under the circumstances of this case.[1]

Attorneys' Fees and Class Actions

6. Having reviewed the Settlement Agreement and Releases, and the court filings leading to the preliminary approval of the class action settlement in this action, I am aware of the history of the litigation, including the adverse summary judgment ruling entered against Plaintiff and the appeal that she filed prior to negotiating a class settlement for tens of thousands of Prosperity Bank current and past accountholders. I am also aware of the settlement benefits for the settlement class members if the settlement is approved by the Court. The value of the proposed settlement is $1,600,000, if only the settlement fund is considered. Each class member will receive a share of the net settlement fund that is prorated to the eligible fees assessed against the class member. Prosperity Bank has also agreed to pay all settlement administration costs, which adds substantial value because otherwise those costs would be deducted from the settlement fund available for payments to settlement class members. Additionally, Prosperity Bank has agreed to modify its account disclosures to better inform its accountholders and future customers regarding the assessment of the nonsufficient funds fees and overdraft fees that Plaintiff challenged in the action. The improved disclosures no doubt will result in accountholders being assessed less fees by Prosperity Bank.

[1] My compensation in this case is a flat fee of $2,500.00.

7. Class Counsel has asked for this Court to award attorneys' fees of approximately $533,280.00. This award is based on the lodestar method required by Tex. R. Civ. P. 42. The lodestar figure is $292,573.95. The requested multiplier is approximately 1.8.

8. Attorneys' fees are of critical importance in class actions because class actions are of critical importance to Texas consumers. Without proper compensation to Class Counsel, class actions will not be brought. The Texas Supreme Court in *Southwestern Refining Co., Inc. v. Bernal* recognized, "When properly applied the class action device is unquestionably a valuable tool in protecting the rights of our citizens." 22 S.W.3d 425, 439 (Tex. 2000). The Bernal court quoted the United States Supreme Court's description of the valuable function of a class action: "[T]he very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. A class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor." *Id*. (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 617 (1997)). As the 2006 Report on Contingent Fees in Class Action Litigation noted, "The class action could not fulfill its purposes if plaintiffs' attorneys did not receive adequate compensation for their efforts. These suits carry risk and the lawyers who bring them could find work doing other types of litigation. The fees that are awarded from the fund created by the suit are the necessary enticement for the attorneys to be sensitive to, if not search out, wrongs that a class action could right." Task Force on Contingent Fees, Tort Trial and Insurance Practice Section, American Bar Association, Report on Contingent Fees in Class Action Litigation January 11, 2006, 25 REV. LITIG. 459, 465 (2006).

9. I am familiar with the factors that may be considered in determining the reasonableness of an attorney's fee set forth in Rule 1.04(b) of the Texas Disciplinary Rules of Professional Conduct, which are, for the most part, adopted by state and federal courts. *See, e.g., Arthur Anderson & Co. v. Perry Equip. Corp*., 945 S.W.2d 812 (Tex. 1997), and *Johnson v. George Highway Express, Inc*., 488 F.2d 714 (5th Cir. 1974); and *American Benefit Life Ins. Co. v. Baddock* (I*n Re: First Colonial Corp*.), 544 F.2d 1291 (5th Cir. 1977).

10. I reviewed the detailed billing records of attorneys' fees, paralegal fees, and litigation costs incurred by Class Counsel at Kopelowitz Ostrow P.A. and KalielGold PLLC and their co-counsel at Edwards Law Group in this litigation, the proposed settlement, and other relevant pleadings. I concur with the Joint Declaration of Class Counsel ("Joint Decl.") and

Declaration of Jeff Edwards ("Edwards Decl.") that the hours expended and expenses incurred by the firms were reasonable and necessary to achieving the ultimately successful in this case of a class settlement. I note that the class settlement would not have been possible without their persistence in appealing an adverse summary judgment ruling against Plaintiff, in which the Court ruled that the relevant contract permitted the account fees that Plaintiff challenged for herself and similarly situated accountholders. Class Counsel and Edwards Law Group took this case purely on a contingent fee basis.

11. I consider it reasonable for a party to engage counsel with the qualifications of Class Counsel and Edwards Law Group at these rates:

a. **Kaliel Gold**
   i. Jeffrey Kaliel - $829
   ii. Sophia Gold - $733

b. **Kopelowitz Ostrow**
   i. Jeff Ostrow - $829
   ii. Jonathan Streisfeld - $829
   iii. Daniel Tropin - $733
   iv. Rachel Glaser - $350
   v. Todd Becker (paralegal) $200

c. **Edwards Law Group**
   i. Jeff Edwards - $850
   ii. Michael Singley - $750
   iii. David James - $600
   iv. Paul Samuel - $450
   v. Ben W. Szurek (asst.) - $225
   vi. Olivia Land (asst.) - $225

12. The reasonable hourly rate I charge clients is $900.00/hour. As skilled attorneys working in a complex field, I believe the above rates are reasonable in this type of case.

13. Similarly, I am familiar with the rates charged for skilled legal assistants and paralegals who perform the work of attorneys. The rates claimed for the legal assistants and paralegals in this case ($200 or 225/hour market-based rate) are reasonable for legal assistants and paralegals who performed tasks that would have otherwise been performed by attorneys.

14. In determining that all these fees and expenses were reasonable and necessary, I have considered the nature of this case; the claims and defenses; the fee customarily charged in the local, statewide, and national markets for similar legal services; the likelihood that accepting this case would preclude the attorneys involved from accepting other employment; the results obtained; the amount of time spent litigating the case, the novelty and difficulty of the issues involved; the skill required to perform the legal services properly and promptly; the length of the professional relationship between counsel and the Plaintiff; the experience, reputation, and abilities of lawyers performing the services; and whether the fee is fixed or contingent.

Texas: The Lodestar State

15. Texas is a unique jurisdiction because it mandates the use of the lodestar method in class actions. Most state and federal courts use the percentage method whereby Class Counsel receives a percentage of the common fund. The most recent national studies have indicated that the lodestar method is used in only a small percentage of cases. *See* Theodore Eisenberg, Geoffrey Miller, & Roy Germano, Attorneys' Fees in Class Actions: 2009-2013, 92 N.Y.U. L. REV. 937, 945 (2017) (pure lodestar method used in only 6.29% of class-action settlements from 2009-2013); Brian T. Fitzpatrick, An Empirical Study of Class Action Settlements and Their Fee Awards, 7 J. EMPIRICAL L. STUD. 811, 832 (2010) (lodestar method used in only 12% of class-action settlements in 2006-2007).

16. This is a common fund case. This is not a fee-shifting case where the defendant pays attorneys' fees in addition to the damages. The attorneys' fees and expenses will be paid by the class members out of the proposed settlement negotiated by Class Counsel. The leading treatise on class actions has noted that "courts applying the lodestar method in common fund cases approach the multiplier analysis differently than courts applying the lodestar method in fee-shifting cases." First, fees in fee-shifting cases are different than fees in common fund cases, as they are based upon statutes and the United States Supreme Court has interpreted fee-shifting statutes to "narrowly circumscribe multipliers." Second, "in fee-shifting cases, the adversary pays the fee, while in common fund cases, the class members themselves pay the fee." WILLIAM RUBENSTEIN, 5 NEWBERG ON CLASS ACTIONS § 15.91 (5th ed. 2021). The four recent

cases on attorneys' fees from the Texas Supreme Court are all fee-shifting cases.[2] None of these cases addressed attorneys' fees in class actions.

Attorneys' Fees in Class Actions

17. The rule as adopted by the Texas Supreme Court reads as follows:

> In awarding attorney fees, the court must first determine a lodestar figure by multiplying the number of hours reasonably worked times a reasonably hourly rate. The attorney fees award must be in the range of 25% to 400% of the lodestar figure. In making these determinations, the court must consider the factors specified in Rule 1.04 (b), Tex. Disciplinary R. Prof. Conduct.

Tex. R. Civ. P. 42 (i) (1) (amended by order of Oct. 9, 2003). This means that a maximum lodestar multiplier of 4.0 is permitted to be awarded by the Court.

18. Rule 42 (i) incorporates Texas Disciplinary Rule of Professional Conduct 1.04 (b), which, in turn, provides:

> (b) Factors that may be considered in determining the reasonableness of a fee include, but not to the exclusion of other relevant factors, the following:
>
> 1. the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
> 2. the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
> 3. the fee customarily charged in the locality for similar legal services;
> 4. the amount involved and the results obtained;
> 5. the time limitations imposed by the client or by the circumstances;
> 6. the nature and length of the professional relationship with the client;
> 7. the experience, reputation, and ability of the lawyer or lawyers performing the services; and
> 8. whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

19. Rule 42 (i) states that the trial court should consider Disciplinary Rule 1.04 in making the "determinations" of the fee. Determination is plural because it refers to the determination of both "the Lodestar figure" and the multiplier. TSAC, Meeting of August 22, 2003, at 10082 (remarks of Chip Babcock).

---

[2] *Eli Apple, Ltd. v. Olivas*, 370 S.W.3d 757 (Tex. 2012); *City of Laredo v. Montano*, 414 S.W.3d 731 (Tex. 2013) (*per curiam*); *Long v. Griffin*, 442 S.W.3d 253 (Tex. 2014) (*per curiam*); *Rohrmoos Venture v. UTSW DVA Healthcare, LLP*, 578 S.W.3d 469 (Tex. 2019).

Factors to be Considered for a Multiplier

20. The leading class actions treatise notes that "most courts' assessments of the reasonableness of a lodestar multiplier focus in on two or three specific factors, namely (1) the risks counsel took; (2) the results they achieved for the class; and (3) multipliers in other cases." WILLIAM RUBENSTEIN, 5 NEWBERG ON CLASS ACTIONS § 15.87 (5th ed. 2021). The first two factors correspond to Texas Disciplinary Rule 1.04(b) factors 2 (preclusion of employment), 4 (results obtained), and 8 (whether fee is contingent). The factors listed in Rule 1.04(b) do not preclude the consideration of "other relevant factors." These factors have not been subsumed in the calculation of reasonable hours worked and reasonable hourly rate. Moreover, this case presents exceptional circumstances meriting a multiplier.

Multiplier Factor 1: Fee was Contingent on Results Obtained

21. Texas courts allow the use of a multiplier based upon the contingent nature of a fee. *See, e.g., La Ventana Ranch Owners' Ass'n, Inc. v. Davis*, 363 S.W.3d 632, 650 (Tex. App.—Austin 2011, pet. denied); *Dillard Dep't Stores, Inc. v. Gonzales*, 72 S.W.3d 398, 412-413 (Tex. App.—El Paso 2002, pet. denied).

22. Class Counsel and Edwards Law Group, as the local counsel, took this case on a contingent basis, with the understanding that they would not be compensated for their efforts unless the case was successful and to date, have not been paid for any of their time spent on this matter. Joint Decl. ¶ 52; Edwards Decl. ¶59. Class Counsel took a considerable risk filing a class action in Texas state court on an untested legal theory. After the Texas Supreme Court's trilogy of opinions in 2000 on class certification and the passage of HB4 in 2003, commentators have universally agreed that Texas is an inhospitable legal environment for class actions.[3]

23. Rewarding risk particularly makes sense in class actions, even relative to other contingent cases.

24. Since 2000, only one class certification has been acted upon favorably by the Texas Supreme Court. *Riemer v. State*, 392 S.W.3d 635 (Tex. 2013). In another case, one of three

[3] *See e.g.* Alistair B. Dawson & Geoff A. Gannaway, In Memoriam: Texas Class Actions, 72 TEX. B. J. 366 (May 2009); Charles W. Rhodes, Attorneys' Fees in Common-Fund Class Actions: A View from the Federal Circuits, 35 THE ADVOCATE (SBOT Litigation Section) 56 (Summer 2006); Robert S. Velevis & Annabeth Reeb, Survey of Recent Class Action Suits in Texas, State Bar of Texas, Texas Bar CLE, 44th Annual Advanced Civil Trial Course ch. 19 (2021).

subclasses survived Supreme Court review. *Bowder v. Phillips Petroleum Co*., 247 S.W.3d 690, 694 (Tex. 2008). In every other case where the Texas Supreme Court examined class certification, it decertified the class.[4]

25. The strict requirements of Texas class action procedure was not the only risk presented in this case: the lack of specific Texas precedent also presented a considerable risk. While Class Counsel's legal theory seems eminently reasonable, it is not supported by any Texas precedent that is directly on point here. Moreover, similar class-action cases have been rejected by trial courts in Texas on the merits. *See Walsh v. Randolph Brooks Federal Credit Union*, No. 16-2339-CV (25th Dist. Ct. Guadalupe County, Sept. 20, 2017); *Williams v. Happy State Bank*, No. 44794 (84th Dist. Ct. Hutchinson County, Nov. 30, 2021); *Coats v. City Nat'l Bank of Sulphur Springs*, No. CV-44926 (62nd Dist. Ct. Hopkins County, Apr. 18, 2022). Recently, the federal district court in Corpus Christi granted the defendant credit union's motion to dismiss in another bank fee class action *Ross v. NavyArmy Cmty. Credit Union*, No. 2:21-CV-168, 2022 WL 100110 (S.D.Tex. Jan. 11, 2022). Class Counsel took a considerable risk in filing a class action in Texas.

Multiplier Factor 2: Results Obtained

26. In addition to the considerable risk taken by Class Counsel, the very fair results obtained provides strong justification for Class Counsel's fee request. The proposed settlement represents approximately 13% of class members' possible damages. That figure represents a strong recovery that is appreciably better than what class members recover in many class action lawsuits. For example, one recent study found the median ratio of settlement to investor losses in securities class actions in the last five years ranged from a paltry 1.6% to 2.5%. NERA ECONOMIC CONSULTING, RECENT TRENDS IN SECURITIES CLASS LITIGATION: 2021 FULL-

[4] *Southwestern Refin. Co., Inc. v. Bernal*, 22 S.W.3d 425, 428 (Tex. 2000); *Intratex Gas Co. v. Beeson*, 22 S.W.3d 398, 400 (Tex. 2000); *Ford Motor Co. v. Sheldon*, 22 S.W.3d 444, 447 (Tex. 2000); *Henry Schein, Inc. v. Stromboe*, 102 S.W.3d 675, 679 (Tex. 2002); *Union Pac. Res. Grp., Inc. v. Hankins*, 111 S.W.3d 69, 70 (Tex. 2003); *North Am. Mortg. Co. v. O'Hara*, 153 S.W.3d 43, 45 (Tex. 2004) (*per curiam*); *Compaq Comput. Corp. v. Lapray*, 135 S.W.3d 657, 661 (Tex. 2004); *State Farm Mut. Auto. Ins. Co. v. Lopez*, 156 S.W.3d 550, 551-552 (Tex. 2004); *Snyder Communc'ns, L.P. v. Magaña*, 142 S.W.3d 295, 296 (Tex. 2004) (*per curiam*); *BMG Direct Mktg., Inc. v. Peake*, 178 S.W. 3d 763, 765-766 (Tex. 2005); *National W. Life Ins. Co. v. Rowe*, 164 S.W.3d 389, 390 (Tex. 2005) (*per curiam*); *Daimler Chrysler Corp. v. Inman*, 252 S.W.3d 299, 301 (Tex. 2008); *Exxon Mobil Corp. v. Gill*, 299 S.W. 3d 124, 129 (Tex. 2009) (per curiam); *Southwestern Bell Tel. Co. v. Marketing on Hold, Inc*., 308 S.W.3d 909, 913 (Tex. 2010); *Stonebridge Life Ins. Co. v. Pitts*, 236 S. W.3d 201, 203 (Tex. 2017) (per curiam).

YEAR REVIEW 24 (Jan. 25, 2022), available at <https://www.nera.com/publications/archive/2022/recent-trends-in-securities-class-action-litigation--2021-full-y.html>.

27. By reaching a settlement, Class Counsel has avoided the many hurdles in class actions that could have challenged class certification or otherwise defeated the case. While the strict standards for class certification in Texas invite such challenges, pretrial motions to dismiss are common in class actions across the country. A study published this January found that motions to dismiss were filed in 96% of securities class-action cases filed and resolved from January 1, 2012, to December 31, 2021. Courts decided these motions before resolution of the case 73% of the time. They outright granted 56% of the motions to dismiss while denying only 19%. NERA ECONOMIC CONSULTING, RECENT TRENDS IN SECURITIES CLASS LITIGATION, at 14.

28. By reaching a settlement, Class Counsel successfully avoided additional appeals that would have prolonged this action for years and needlessly added hundreds, if not thousands, of hours of fees. Here, we observe that Class Counsel persisted despite the adverse summary judgment ruling in which the Court granted Prosperity Bank's request to dismiss both theories of account fee liability on the basis that the relevant account contract permitted Prosperity Bank to charge Plaintiff and others like her the challenged account fees. Despite that loss, Class Counsel were able to obtain a valuable class settlement during the pendency of the appeal of that ruling that will compensate all settlement class members for the fees that Plaintiff claims should have never been charged.

29. Further, the proposed settlement is particularly beneficial to the class, as class members with existing accounts will receive the settlement proceeds through direct account credits; and class members who no longer have Prosperity Bank accounts will have checks mailed to them. Thus, problems with disseminating funds to class members found in some class cases are avoided here.

30. When considering the results obtained, it's important to remember that Texas is not a fertile ground for class actions. This makes the settlement obtained by Class Counsel even more laudatory.

Multiplier Factor 3: Preclusion of Employment

31. Class Counsel's acceptance of this case precluded Class Counsel's employment in other cases. See Tex. Disciplinary R. Prof. Conduct 1.04.

32. As the Joint Declaration of Class Counsel and Declaration of Jeff Edwards attests, the time spent on this matter by the firms' attorneys has required considerable work that could have, and would have, been spent on other billable matters. Joint Decl. at ¶60. It is my informed belief that having accepted and devoted time to this case, Class Counsel and Edwards Law Group wound up not representing parties in cases it otherwise would have.

Multiplier Factor 4: Multipliers in Other Cases

33. The factors listed in Rule 1.04(b) do not preclude the consideration of "other relevant factors." Here, another relevant factor would be multipliers in other cases. There are several examples of cases involving Texas law that used multipliers of at least 3. In the class action *Geter v. Farmers Group, Inc*., the 172nd District Court in Jefferson County used a 3.75 multiplier under the fee-shifting Texas Declaratory Judgment Act noting, "In this kind of case, i.e., a contingent fee case, it would be customary to include a multiplier." Cause No. E-167,872, 2017 WL 8231801. (172nd Dist. Ct., Jefferson County, Tex. Oct. 24, 2017).[5] *See also One Beacon Ins. Co. v. T. Wade Welch & Assoc*s., 2015 WL 5021954 (S.D. Tex., Aug. 24, 2015) (multiplier of 3.0 used in fee-shifting case under the Texas Insurance Code and Texas Civil Practice and Remedies Code ch. 38.).

34. While Rule 42 caps class-action multipliers in Texas at 4.0, courts in other jurisdictions that are not similarly constrained have recently approved multipliers far exceeding the Texas cap. This demonstrates that a multiplier up to 4.0 would be reasonable in this context. For instance, recently, class counsel in a class action involving improper bank fees was granted a fee award under the percentage method and performed a lodestar cross-check that resulted in a 6.75 multiplier. *Morris v. Bank of America, N.A*., No. 3:18-CV-157-RJC-DSC, 2022 WL 214130 (W.D.N.C. Jan. 21, 2022).

---

[5] Subsequently, in an appeal on other grounds, the Court of Appeals affirmed the award of attorneys' fees, and the Supreme Court later partially reversed on other grounds also unrelated to the multiplier. *Farmers Group, Inc. v. Geter*, No. 13-18-00187-CV, 2019 WL 5076510 (Tex. App.—Corpus Christi-Edinburg, Oct. 10, 2019), *aff'd in part, rev'd in part*, 620 S.W. 3d 702 (Tex. 2021).

35. In another overdraft fees class action, the court-approved attorneys' fees of $6,125,000 under the percentage of the common fund method, and noted that "a lodestar cross-check would likely result in a multiplier of around 10.96" and awarded the requested amount. *Lloyd v. Navy Federal Credit Union*, No. 17-cv-1280-BAS-RBB, 2019 WL 2269958 (S.D. Cal. May 28, 2019).

36. In another class action where the percentage of the common fund method was used, objectors argued that the fee sought by Class Counsel was unreasonable because it represented a multiple of 18–19 times the $10 million lodestar and, consequently, it should be reduced after a lodestar cross-check of the percentage. The Court of Federal Claims rejected this challenge, noting "a multiplier of 18–19 would, at least, not be outside the realm of reasonableness." *Health Republic Ins. Co. v. United States*, 156 Fed. Cl. 67, 82 (2021).

37. Therefore, based on the case history, Texas law, and lodestar multipliers from similar class action cases around the country, the requested multiplier of 1.8 is very reasonable.

Conclusion

38. In my opinion, Class Counsel's and Edwards Law Group's attorneys' fees request of $533,280.00, including the request for a multiplier of approximately 1.8 is permitted under Tex. R. Civ. P. 42 and is reasonable under the circumstances of this case. The evidence supports this award.

My name is Jeremy Doyle, my date of birth is March 26, 1971, and my address is 69 Saddlebrook Lane, Houston, Texas 77024. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Houston, Texas, this this 7th day of April, 2023.

/s Jeremy Doyle

Jeremy Doyle

EXHIBIT E

CAUSE NO. 109569-CV

CARRIE MEIER, on behalf of herself and all persons similarly situated, Plaintiff, v. PROSPERITY BANK, Defendant.	IN THE DISTRICT COURT BRAZORIA, TEXAS 239TH JUDICIAL DISTRICT

DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF NOTICE PROGRAM

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action and Claims Solutions, Inc. ("Epiq") and the Director of Legal Notice for Hilsoft Notifications, a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft Notifications is a business unit of Epiq.

4. Hilsoft has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. With experience in more than 575 cases, including more than 70 multidistrict litigation settlements, Hilsoft has prepared notices which have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Hilsoft, and those decisions have invariably withstood appellate and collateral review.

RELEVANT EXPERIENCE

5. I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in many large and significant cases, including:

a) *In Re: Zoom Video Communications, Inc. Privacy Litigation*, 3:20-cv-02155 (N.D. Cal.), involved an extensive notice plan for a $85 million privacy settlement involving Zoom, the most popular videoconferencing platform. Notice was sent to more than 158 million class members by email or mail and millions of reminder notices were sent to stimulate claim filings. The individual notice efforts reached approximately 91% of the class and were enhanced by supplemental media, which was provided with regional newspaper notice, nationally distributed digital and social media notice (delivering more than 280 million impressions), sponsored search, an informational release, and a settlement website.

b) *In re Takata Airbag Products Liability Litigation*, MDL No. 2599, 1:15-md-02599 (S.D. Fla), involved $1.91 billion in settlements with BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen regarding Takata airbags. The notice plans for those settlements included individual mailed notice to more than 61.8 million potential class members and extensive nationwide media via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the notice plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, with a frequency of 4.0 times each.

c) *In Re: Capital One Consumer Data Security Breach Litigation*, MDL No. 2915, 1:19-md-02915 (E.D. Vir.), involved an extensive notice program for a $190 million data breach settlement. Notice was sent to more than 93.6 million settlement class members by email or mail. The individual notice efforts reached approximately 96% of the identified settlement class members and were enhanced by a supplemental media plan that included banner notices and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website.

d) *In re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626 (M.D. Fla), involved several notice programs to notify retail purchasers of disposable contact lenses regarding four settlements with different settling defendants totaling $88 million. For each notice program more than 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a well-read nationwide consumer publication, internet banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website.

e) *In re: Fairlife Milk Products Marketing and Sales Practices Litigation*, 1:19-cv-03924 (N.D. Ill.), for a $21 million settlement that involved The Coca-Cola Company, fairlife, LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk products, a comprehensive media based notice plan was designed and implemented. The plan included a consumer print publication notice, targeted banner notices, and social media (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website.

f) *In re Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.), involved a $60 million settlement for Morgan Stanley Smith Barney's account holders in response to "Data Security Incidents." More than 13.8 million email or mailed notices were delivered, reaching approximately 90% of the identified potential settlement class members. The individual notice efforts were supplemented with nationwide newspaper notice and a settlement website.

g) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.), involved a $6.05 billion settlement reached by Visa and MasterCard. An intensive notice program included more than 19.8 million direct mail notices sent to potential class members, together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, with notices in

multiple languages, and an extensive online notice campaign featuring banner notices that generated more than 770 million adult impressions. Sponsored search listings and a settlement website in eight languages expanded the notice program. For the subsequent, $5.54 billion settlement reached by Visa and MasterCard, an extensive notice program was implemented, which included over 16.3 million direct mail notices to class members together with more than 354 print publication insertions and banner notices, which generated more than 689 million adult impressions.

h) *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La.), involved landmark settlement notice programs to distinct "Economic and Property Damages" and "Medical Benefits" settlement classes for BP's $7.8 billion settlement of claims related to the Deepwater Horizon oil spill. Notice efforts included more than 7,900 television spots, 5,200 radio spots, and 5,400 print insertions and reached over 95% of Gulf Coast residents.

6. Courts have recognized our testimony as to which method of notification is appropriate for a given case, and I have provided testimony on numerous occasions on whether a certain method of notice represents the best notice practicable under the circumstances. Numerous court opinions and comments regarding my testimony, and the adequacy of our notice efforts, are included in our *curriculum vitae* included as **Attachment 1**.

7. In forming expert opinions, my staff and I draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Epiq since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Overall, I have more than 22 years of experience in the design and implementation of legal notification and

claims administration programs, having been personally involved in well over one hundred successful notice programs.

8. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq.

OVERVIEW

9. This declaration describes the implementation of the Settlement Notice Program ("Notice Program") and notices (the "Notice" or "Notices") for *Carrie Meier v. Prosperity Bank*, Cause No. 109569-CV, pending in the 239th Judicial District for Brazoria County, Texas. Epiq designed this Notice Program based on our extensive prior experience and research into the notice issues particular to this case. We designed and implemented a Notice Program that was the best method practicable under the circumstances to provide notice to the Settlement Class members.

DATA PRIVACY AND SECURITY

10. As with all cases, Epiq maintains extensive data security and privacy safeguards in its official capacity as the Settlement Administrator for this Action. A *Services Agreement* between Epiq and the parties, which formally retains Epiq as the Settlement Administrator governs Epiq's Settlement Administration responsibilities for the case. Epiq maintains adequate insurance in case of errors.

11. As a data processor, Epiq performs services on data provided, only as those outlined in a contract and/or associated statement(s) of work. Epiq does not utilize or perform other procedures on personal data provided or obtained as part of services to a client. Epiq only uses data provided to Epiq for the purposes of handling the administration of a settlement, specifically the data is not used, disseminated, or disclosed by or to any other person for any other purpose.

12. The security and privacy of clients' and class members' information and data are paramount to Epiq. That is why Epiq has invested in a layered and robust set of trusted security

personnel, controls, and technology to protect the data we handle. To promote a secure environment for client and class member data, industry leading firewalls and intrusion prevention systems protect and monitor Epiq's network perimeter with regular vulnerability scans and penetration tests. Epiq deploys best-in-class endpoint detection, response, and anti-virus solutions on our endpoints and servers. Strong authentication mechanisms and multi-factor authentication are required for access to Epiq's systems and the data we protect. In addition, Epiq has employed the use of behavior and signature-based analytics as well as monitoring tools across our entire network, which are managed 24 hours per day, 7 days per week, by a team of experienced professionals.

13. Epiq's world class data centers are defended by multi-layered, physical access security, including formal ID and prior approval before access is granted, CCTV, alarms, biometric devices, and security guards, 24 hours per day, 7 days per week. Epiq manages minimum Tier 3+ data centers in 18 locations worldwide. Our centers have robust environmental controls including UPS, fire detection and suppression controls, flood protection, and cooling systems.

14. Beyond Epiq's technology, our people play a vital role in protecting class members' and our clients' information. Epiq has a dedicated information security team comprised of highly trained, experienced, and qualified security professionals. Our teams stay on top of important security issues and retain important industry standard certifications, like SANS, CISSP, and CISA. Epiq is continually improving security infrastructure and processes based on an ever-changing digital landscape. Epiq also partners with best-in-class security service providers. Our robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties.

15. Epiq holds several industry certifications including: TISAX, Cyber Essentials, Privacy Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to

HIPAA, NIST, and FISMA frameworks. We follow local, national, and international privacy regulations. To support our business and staff, Epiq has a dedicated team to facilitate and monitor compliance with privacy policies. Epiq is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity trainings to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

16. Upon completion of a project, Epiq continues to host all data until otherwise instructed in writing by a customer to delete, archive or return such data. When a customer requests that Epiq delete or destroy all data, Epiq agrees to delete or destroy all such data; provided, however, that Epiq may retain data as required by applicable law, rule or regulation, and to the extent such copies are electronically stored in accordance with Epiq's record retention or back-up policies or procedures (including those regarding electronic communications) then in effect. Epiq keeps data in line with client retention requirements. If no retention period is specified, Epiq returns the data to the client or securely deletes it as appropriate.

NOTICE PROGRAM SUMMARY

17. Texas Rules of Civil Procedure, Rule 42 directs that notice must be "the best notice practicable under the circumstances including individual notice to all members who can be identified through reasonable effort."[1] The Notice Program satisfied this requirement.

18. The Notice Program was designed to reach the greatest practicable number of Settlement Class members with individual notice via email and/or mail. The Notice Program notice efforts reached approximately 94% of the identified Settlement Class members. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Program was consistent with other court-approved notice programs, was the best notice

[1] Texas Rules of Civil Procedure 42(c)(2)(A).

practicable under the circumstances, and satisfied the requirements of due process, including its "desire to actually inform" requirement.[2]

NOTICE PROGRAM DETAIL

19. On January 18, 2023, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Amended Order Preliminarily Approving Class Action Settlement and Certifying Settlement Classes* ("Amended Preliminary Approval Order"). In the Amended Preliminary Approval Order, the Court conditionally certified two classes, defined as follows:

> **APPSN Fee Class.** Those current or former Accountholders of Defendant who were assessed APPSN Fees.
>
> **Multiple Fee Class.** Those current or former Accountholders of Defendant who were assessed Multiple Fees.
>
> Excluded from the Settlement Classes are Defendant, its parents, subsidiaries, affiliates, officers, and directors; all Settlement Class members who make a timely election to be excluded; and all judges assigned to this litigation and their immediate family members.

20. After the Court's Amended Preliminary Approval Order was entered, we began to implement the Notice Program. This declaration will detail the notice activities undertaken to date and explain how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class members. This declaration will also discuss the administration activity to date.

Individual Notice

21. On December 20, 2022, Epiq received one data file with 97,382 account records, which included contact information for identified Settlement Class members, including names, mailing addresses, email addresses, and account information. Epiq deduplicated and rolled-up the account records (some Settlement Class members had multiple accounts) and loaded the

[2] *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950) ("But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .").

unique, identified Settlement Class member records into its database for this Settlement. These efforts resulted in 95,014 unique, identified Settlement Class members records (of these records, 3,029 records had no physical mail or email address that was mailable). As a result, 91,985 unique, identified Settlement Class members were sent notice; 21,459 were sent an Email Notice and 70,526 were sent a Postcard Notice.

Individual Notice – Email

22. On March 6, 2023, Epiq sent 21,459 Email Notices to identified Settlement Class members current account holders for whom a valid email address was available, and for whom the Defendant's data indicated were eligible to receive an Email Notice. The following industry standard best practices were followed for the email notice efforts. The Email Notice was drafted in such a way that the subject line, the sender, and the body of the message would overcome SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice used an embedded html text format. This format provided easy to read text without graphics, tables, images, attachments, and other elements that would have increased the likelihood that the message would have been blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email Notices were sent from an IP address known to major email providers as one not used to send bulk "SPAM" or "junk" email blasts. Each Email Notice was transmitted with a digital signature to the header and content of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from authorized mail servers. Each Email Notice was also transmitted with a unique message identifier. The Email Notice included an embedded link to the Settlement Website. By clicking the link, recipients were able to access the Long Form Notice, Settlement Agreement, and other information about the Settlement. The Email Notice is included as **Attachment 2.**

23. If the receiving email server could not deliver the message, a "bounce code" was returned along with the unique message identifier. For any Email Notice for which a bounce code was received indicating that the message was undeliverable for reasons such as an inactive

or disabled account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email. After completion of the Email Notice efforts, 6,482 emails were not deliverable.

Individual Notice – Direct Mail

24. On March 6, 2023, Epiq sent 70,526 Postcard Notices to identified Settlement Class members for whom an associated physical mailing address was available who were not sent an Email Notice. The Postcard Notices were sent via USPS first-class mail. Subsequently, on March 24, 2023, Epiq sent 6,482 Postcard Notices to identified Settlement Class members for whom an associated physical mailing address was available, and an Email Notice was sent and undeliverable after multiple attempts. The Postcard Notice clearly and concisely described the Settlement and the legal rights of the Settlement Class Members and directed Settlement Class Members to the Settlement Website for additional information. The Postcard Notice is included as **Attachment 3**.

25. Prior to sending the Postcard Notice, all mailing addresses were checked against the National Change of Address ("NCOA") database maintained by the USPS to ensure all address information was up-to-date and accurately formatted for mailing.[3] In addition, the addresses were certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code and verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

26. The return address on the Postcard Notices is a post office box that Epiq maintains for this case. The USPS automatically forwards Postcard Notices with an available

[3] The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

forwarding address order that has not expired ("Postal Forwards"). Postcard Notices returned as undeliverable are re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order had expired, but was still within the time period in which the USPS returns the piece with the address indicated), or to better addresses that are found using a third-party address lookup service. Upon successfully locating better addresses, Postcard Notices were promptly remailed. As of April 3, 2023, Epiq has remailed 122 Postcard Notices.

27. Additionally, a Long Form Notice was mailed to all persons who request one via the toll-free telephone number or other means. As of April 3, 2023, Epiq mailed 222 Long Form Notices as a result of such requests. The Long Form Notice is included as **Attachment 4**.

Notice Results

28. As of April 3, 2023, an Email Notice and/or Postcard Notice were delivered to 89,375 of the 95,014 unique, identified Settlement Class members. This means the individual notice efforts reached approximately 94% of the identified Settlement Class members.

Settlement Website

29. On March 3, 2023, Epiq established a neutral, informational Settlement Website with an easy to remember domain name (www.MeierClassActionSettlement.com). The Settlement Website allows Settlement Class Members to obtain detailed information about the case and review relevant documents, including the Postcard Notice, Long Form Notice (in English and Spanish), Settlement Agreement, Amended Preliminary Approval Order, and Motion for Preliminary Approval. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members were able to opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. The Settlement Website address was prominently displayed in all notice documents. The Long Form Notice in

Spanish is included as **Attachment 5**. As of April 3, 2023, there have been 1,477 unique visitor sessions to the Settlement Website, and 2,275 web pages have been presented.

Toll-Free Telephone Number and Other Contact Information

30. On March 3, 2023, Epiq established a toll-free telephone number (866-287-0504) to allow Settlement Class Members to call for additional information, listen to answers to FAQs, and to request that a Long Form Notice be mailed to them. This automated phone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of April 3, 2023, there have been 1,502 calls to the toll-free telephone number representing 3,923 minutes of use.

31. A postal mailing address was established and continues to be available to allow Settlement Class Members to contact the Settlement Administrator to request additional information or ask questions.

Requests for Exclusion and Objections

32. The deadline to request exclusion from the Settlement or to object to the Settlement is April 23, 2023. As of April 3, 2023, Epiq has received two requests for exclusion. As standard practice, Epiq is in the process of conducting a complete review of all the requests for exclusion received. There is a likelihood that after detailed review and input from counsel, the total number of requests for exclusion may change due to incomplete/invalid requests. As of April 3, 2023, I am aware of no objections to the Settlement.

CONCLUSION

33. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be optimized to reach the class and that the notice or notice program itself not limit knowledge of the availability of options—nor the ability to exercise those options—to class members in any way. All of these requirements were met in this case.

34. The Notice Program included individual notice via email and/or mail to identified Settlement Class Members. With the address updating protocols that were used, the Notice Program individual notice efforts reach approximately 94% of the identified Settlement Class Members. The reach was further enhanced by the Settlement Website. In 2010, the Federal Judicial Center ("FJC") issued a *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases, and is illustrative for state court courts This Guide states that, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."[4] Here, we have developed and implemented a Notice Program that readily achieved a reach at the highest end of that standard.

35. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so:

a) "[W]hen notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and

b) "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

36. The Notice Program described above provided for the best notice practicable under the circumstances of this case, conformed to all aspects of the Texas Rules of Civil Procedure, Rule 42 regarding notice and Constitutional Due Process, and comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

---

[4] FED. JUDICIAL CTR, JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0.

37. The Notice Program schedule afforded sufficient time to provide full and proper notice to Settlement Class Members before the opt-out and objection deadlines.

My name is Cameron Rezazadeh Azari, my date of birth is November 19, 1968, and my address is 10300 SW Allen Blvd, Beaverton, OR 97005, United States. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Washington County, State of Oregon, on the 7th day of April 2023.

Cameron R. Azari, Esq.

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications ("Hilsoft") is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development. Our notice programs satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. ("Epiq"). Hilsoft has been retained by defendants or plaintiffs for more than 575 cases, including more than 70 MDL case settlements, with notices appearing in more than 53 languages and in almost every country, territory, and dependency in the world. For more than 25 years, Hilsoft's notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft implemented an extensive notice program for a $190 million data breach settlement. Notice was sent to more than 93.6 million settlement class members by email or mail. The individual notice efforts reached approximately 96% of the identified settlement class members and were enhanced by a supplemental media plan that included banner notices and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website. ***In Re: Capital One Consumer Data Security Breach Litigation*** MDL No. 2915, 1:19-md-02915 (E.D. Va.).

- Hilsoft designed and implemented an extensive notice plan for a $85 million privacy settlement involving Zoom, the most popular videoconferencing platform. Notice was sent to more than 158 million class members by email or mail and millions of reminder notices were sent to stimulate claim filings. The individual notice efforts reached approximately 91% of the class and were enhanced by supplemental media provided with regional newspaper notice, nationally distributed digital and social media notice (delivering more than 280 million impressions), sponsored search, an informational release, and a settlement website. ***In Re: Zoom Video Communications, Inc. Privacy Litigation*** 3:20-cv-02155 (N.D. Cal.).

- Hilsoft designed and implemented several notice programs to notify retail purchasers of disposable contact lenses regarding four settlements with different settling defendants totaling $88 million. For each notice program more than 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a well-read nationwide consumer publication, internet banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website. ***In re: Disposable Contact Lens Antitrust Litigation*** 3:15-md-02626 (M.D. Fla.).

- For a $21 million settlement that involved The Coca-Cola Company, fairlife, LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk products, Hilsoft designed and implemented a media based notice plan. The plan included a consumer print publication notice, targeted banner notices, and social media (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website. ***In re: fairlife Milk Products Marketing and Sales Practices Litigation*** 1:19-cv-03924 (N.D. Ill.).

- For a $60 million settlement for Morgan Stanley Smith Barney's account holders in response to "Data Security Incidents," Hilsoft designed and implemented an extensive individual notice program. More than 13.8 million email or mailed notices were delivered, reaching approximately 90% of the identified potential settlement class members. The individual notice efforts were supplemented with nationwide newspaper notice and a settlement website. ***In re Morgan Stanley Data Security Litigation*** 1:20-cv-05914 (S.D.N.Y.).

- Hilsoft designed and implemented numerous monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen vehicles as part of $1.91 billion in settlements regarding Takata airbags. The Notice Plans included mailed notice to more than 61.8 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the notice plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, 4.0 times each. ***In re: Takata Airbag Products Liability Litigation*** MDL No. 2599 (S.D. Fla.).

- Hilsoft designed and implemented a notice plan for a false advertising settlement. The notice plan included a nationwide media plan with a consumer print publication, digital notice and social media (delivering more than 231.6 million impressions nationwide in English and Spanish) and was combined with individual notice via email or postcard to more than 1 million identified class members. The notice plan reached approximately 79% of Adults, Aged 21+ in the U.S. who drink alcoholic beverages, an average of 2.4 times each. The reach was further enhanced by internet sponsored search listings, an informational release, and a website. ***Browning et al. v. Anheuser-Busch, LLC*** 20-cv-00889 (W.D. Mo.).

- For a $63 million settlement, Hilsoft designed and implemented a comprehensive, nationwide media notice effort using magazines, digital banners and social media (delivering more than 758 million impressions), and radio (traditional and satellite), among other media. The media notice reached at least 85% of the class. In addition, more than 3.5 million email notices and/or postcard notices were delivered to identified class members. The individual notice and media notice were supplemented with outreach to unions and associations, sponsored search listings, an informational release, and a website. ***In re: U.S. Office of Personnel Management Data Security Breach Litigation*** MDL No. 2664, 15-cv-01394 (D.D.C.).

- For a $50 million settlement on behalf of certain purchasers of Schiff Move Free® Advanced glucosamine supplements, nearly 4 million email notices and 1.1 million postcard notices were sent. The individual notice efforts sent by Hilsoft were delivered to approximately 98.5% of the identified class sent notice. A media campaign with banner notices and sponsored search combined with the individual notice efforts reached at least 80% of the class. ***Yamagata et al. v. Reckitt Benckiser LLC*** 3:17-cv-03529 (N.D. Cal.).

- In response to largescale municipal water contamination in Flint, Michigan, Hilsoft's expertise was relied upon to design and implement a comprehensive notice program. Direct mail notice packages and reminder email notices were sent to identified class members. In addition, Hilsoft implemented a media plan with local newspaper publications, online video and audio ads, local television and radio ads, sponsored search, an informational release, and a website. The media plan also included banner notices and social media notices geo-targeted to Flint, Michigan and the state of Michigan. Combined, the notice program individual notice and media notice efforts reached more than 95% of the class. ***In re Flint Water Cases*** 5:16-cv-10444, (E.D. Mich.).

- Hilsoft implemented an extensive notice program for several settlements alleging improper collection and sharing of personally identifiable information (PII) of drivers on certain toll roads in California. The settlements provided benefits of more than $175 million, including penalty forgiveness. Combined, more than 13.8 million email or postcard notices were sent, reaching approximately 93% - 95% of class members across all settlements. Individual notice was supplemented with banner notices and publication notices in select newspapers all geo-targeted within California. Sponsored search listings and a settlement website further extended the reach of the notice program. ***In re Toll Roads Litigation*** 8:16-cv-00262 (C.D. Cal.).

- For a landmark $6.05 billion settlement reached by Visa and MasterCard, Hilsoft implemented an extensive notice program with more than 19.8 million direct mail notices together with insertions in more than 1,500 newspapers, consumer magazines, national business publications, and trade and specialty publications, with notices in multiple languages, and an online banner notice campaign that generated more than 770 million impressions. Sponsored search listings and a website in eight languages expanded the notice efforts. For a subsequent, $5.54 billion settlement reached by Visa and MasterCard, Hilsoft implemented a notice program with more than 16.3 million direct mail notices, more than 354 print publication insertions, and banner notices that generated more than 689 million impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** MDL No. 1720, 1:05-md-01720, (E.D.N.Y.). The Second Circuit affirmed the settlement approval. *See* No. 20-339 *et al.*, — F.4th —, 2023 WL 2506455 (2d Cir. Mar. 15, 2023).

- Hilsoft provided notice for the $113 million lithium-ion batteries antitrust litigation settlements with individual notice via email to millions of class members, banner and social media ads, an informational release, and a website. ***In re: Lithium Ion Batteries Antitrust Litigation*** MDL No. 2420, 4:13-md-02420, (N.D. Cal.).

- For a $26.5 million settlement, Hilsoft implemented a notice program targeted to people aged 13+ in the U.S. who exchanged or purchased in-game virtual currency for use within *Fortnite* or *Rocket League*. More than 29 million email notices and 27 million reminder notices were sent to class members. In addition, a targeted media notice program was implemented with internet banner and social media notices, *Reddit* feed ads, and *YouTube* pre-roll ads, generating more than 350.4 million impressions. Combined, the notice efforts reached approximately 93.7% of the class. ***Zanca et al. v. Epic Games, Inc.*** 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.).

- Hilsoft developed an extensive media-based notice program for a settlement regarding Walmart weighted goods pricing. Notice consisted of highly visible national, consumer print publications and targeted digital banner notices and social media. The banner notices generated more than 522 million impressions. Sponsored search, an informational release, and a settlement website further expanded the reach. The notice program reached approximately 75% of the class an average of 3.5 times each. ***Kukorinis v. Walmart, Inc.*** 1:19-cv-20592 (S.D. Fla.).

- For a $250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program that reached 78.8% of all U.S. adults aged 35+, approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company et al.*** 3:12-cv-00660 (S.D. Ill.).

- Hilsoft designed and implemented an extensive individual notice program for a $32 million settlement. Notice efforts included 8.6 million double-postcard notices and 1.4 million email notices sent to inform class members of the settlement. The individual notice efforts reached approximately 93.3% of the settlement class. An informational release, geo-targeted publication notice, and a website further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation*** MDL No. 2633, 3:15-md-2633 (D. Ore.).

- For a $20 million Telephone Consumer Protection Act ("TCPA") settlement, Hilsoft created a notice program with mail or email notice to more than 6.9 million class members and media notice via newspaper and internet banners, which combined reached approximately 90.6% of the class. ***Vergara et al., v. Uber Technologies, Inc.*** 1:15-cv-06972 (N.D. Ill.).

- An extensive notice effort was designed and implemented by Hilsoft for asbestos personal injury claims and rights as to Debtors' Joint Plan of Reorganization and Disclosure Statement. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner ads, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc. et al.*** 16-cv-31602 (Bankr. W.D. N.C.).

- A comprehensive notice program within the *Volkswagen Emissions Litigation* provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice efforts. ***In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*** MDL No. 2672 (N.D. Cal.).

- Hilsoft handled a large asbestos bankruptcy bar date notice effort with individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp. et al.*** 14-10979 (Bankr. D. Del.).

- For overdraft fee class action settlements from 2010-2020, Hilsoft developed programs integrating individual notice, and in some cases paid media notice efforts for more than 20 major U.S. commercial banks. ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.).

- For one of the largest and most complex class action cases in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote Indigenous people for this multi-billion-dollar settlement. ***In re: Residential Schools Class Action Litigation*** 00-cv-192059 CPA (Ont. Super. Ct.).

- For BP's $7.8 billion settlement related to the Deepwater Horizon oil spill, possibly the most complex class action case in U.S. history, Hilsoft opined on all forms of notice and designed and implemented a dual notice program for "Economic and Property Damages" and "Medical Benefits." The notice program reached at least 95% of Gulf Coast region adults with more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications and trade journals, digital media, and individual notice. Hilsoft also implemented one of the largest claim deadline notice campaigns, with a combined measurable paid print, television, radio, and internet notice effort, reaching in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas, an average of 5.5 times each. ***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*** MDL No. 2179 (E.D. La.).

- A point of sale notice effort with 100 million notices distributed to Lowe's purchasers during a six-week period regarding a Chinese drywall settlement. ***Vereen v. Lowe's Home Centers*** SU10-cv-2267B (Ga. Super. Ct.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Epiq Senior Vice President, Hilsoft Director of Legal Notice

Cameron Azari, Esq. has more than 22 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notice campaigns in compliance with FRCP Rule 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In Re: Zoom Video Communications, Inc. Privacy Litigation, In re: Takata Airbag Products Liability Litigation, In re: fairlife Milk Products Marketing and Sales Practices Litigation, In re: Disposable Contact Lens Antitrust Litigation, In re Flint Water Cases, In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa)*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch Settlement)*, In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010, In re: Checking Account Overdraft Litigation,* and *In re: Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from FRCP Rule 23 notice requirements, email noticing, response rates, and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Kyle Bingham, Director – Epiq Legal Noticing

Kyle Bingham has more than 15 years of experience in the advertising industry. At Hilsoft and Epiq, Kyle is responsible for overseeing the research, planning, and execution of advertising campaigns for legal notice programs including class action, bankruptcy, and other legal cases. Kyle has been involved in the design and implementation of numerous legal notice campaigns, including *In re: Takata Airbag Products Liability Litigation, Browning et al. v. Anheuser-Busch, LLC, Zanca et al. v. Epic Games, Inc., Kukorinis v. Walmart, Inc., In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch), *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice), In re: Residential Schools Class Action Litigation,* and *Hale v. State Farm Mutual Automobile Insurance Company*. Kyle also handles and has worked on more than 350 CAFA notice mailings. Prior to joining Epiq and Hilsoft, Kyle worked at Wieden+Kennedy for seven years, an industry-leading advertising agency where he planned and purchased print, digital and broadcast media, and presented strategy and media campaigns to clients for multi-million-dollar branding campaigns and regional direct response initiatives. He received his B.A. from Willamette University. Kyle can be reached at kbingham@epiqglobal.com.

Stephanie Fiereck, Esq., Director of Legal Noticing

Stephanie Fiereck has more than 20 years of class action and bankruptcy administration experience. She has worked on all aspects of class action settlement administration, including pre-settlement class action legal noticing work with clients and complex settlement administration. Stephanie is responsible for assisting clients with drafting detailed legal notice documents and writing declarations. During her career, she has written more than 1,000 declarations while working on an array of cases including: *In Re: Zoom Video Communications, Inc. Privacy Litigation, In re: Takata Airbag Products Liability Litigation, In Re: Capital One Consumer Data Security Breach Litigation, In re: fairlife Milk Products Marketing and Sales Practices Litigation, In re Flint Water Cases, In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa)*, In re: Energy Future Holdings Corp. et al.* (Asbestos Claims Bar Notice)*, Hale v. State Farm Mutual Automobile Insurance Company, In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010,* and *In re: Checking Account Overdraft Litigation*. Stephanie has handled more than 400 CAFA notice mailings. Prior to joining Hilsoft, she was a Vice President at Wells Fargo Bank for five years where she led the class action services business unit. She has authored numerous articles regarding legal notice and settlement administration. Stephanie is an active member of the Oregon State Bar. She received her B.A. from St. Cloud State University and her J.D. from the University of Oregon School of Law. Stephanie can be reached at sfie@epiqglobal.com.

Lauran Schultz, Epiq Managing Director

Lauran Schultz consults with Hilsoft clients on complex noticing issues. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration since 2005. High profile actions he has been involved in include working with companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Chair, "Panel Discussion: Class Actions Case Management." Global Class Actions Symposium 2022, Amsterdam, The Netherlands, Nov. 17, 2022.
- **Cameron Azari** Speaker, "Driving Claims in Consumer Settlements: Notice/Claim Filing and Payments in the Digital Age." Mass Torts Made Perfect Bi-Annual Conference, Las Vegas, NV, Oct. 12, 2022.
- **Cameron Azari** Chair, "Panel Discussion: Class Actions Case Management." Global Class Actions Symposium 2021, London, UK, Nov. 16, 2021.
- **Cameron Azari** Speaker, "Mass Torts Made Perfect Bi-Annual Conference." Class Actions Abroad, Las Vegas, NV, Oct. 13, 2021.
- **Cameron Azari** Speaker, "Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel." Nov. 18, 2020.
- **Cameron Azari** Speaker, "Consumers and Class Action Notices: An FTC Workshop." Federal Trade Commission, Washington, DC, Oct. 29, 2019.
- **Cameron Azari** Speaker, "The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases." ACI's Automotive Product Liability Litigation Conference, American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, "Prepare for the Future of Automotive Class Actions." Bloomberg Next, Webinar-CLE, Nov. 6, 2018.
- **Cameron Azari** Speaker, "The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability." 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, "Recent Developments in Class Action Notice and Claims Administration." PLI's Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, "One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements." 5th Annual Western Regional CLE Program on Class Actions and Mass Torts, Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates." DC Consumer Class Action Lawyers Luncheon, Dec. 6, 2016.
- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, Apr. 25, 2016.
- **Stephanie Fiereck** Author, "Tips for Responding to a Mega-Sized Data Breach." *Law360,* May 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, Feb. 10, 2015.
- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.

- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, Apr. 7-8, 2014.

- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, Chicago, IL, Apr. 28-29, 2014.

- **Stephanie Fiereck** Author, "Planning For The Next Mega-Sized Class Action Settlement." *Law360,* Feb. 2014.

- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 29-30, 2014.

- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, Oct. 25, 2013.

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, Apr. 2013.

- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 31-Feb. 1, 2013.

- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.

- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 26-27, 2012.

- **Lauran Schultz** Speaker, "Legal Notice Best Practices: Building a Workable Settlement Structure." CLE International's 7th Annual Class Action Conference, San Francisco, CA, May 2011.

- **Cameron Azari** Speaker, "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 2011.

- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.

- **Lauran Schultz** Speaker, "Efficiency and Adequacy Considerations in Class Action Media Notice Programs." Chicago Bar Association, Chicago, IL, 2009.

- **Cameron Azari** Author, "Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices." *Thomson Reuters Class Action Litigation Reporter*, June 2008.

- **Cameron Azari** Speaker, "Planning for a Smooth Settlement." ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.

- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.

- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements." Class Action Bar Gathering, Vancouver, British Columbia, 2007.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.

- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.

- **Stephanie Fiereck** Author, “Consultant Service Companies Assisting Counsel in Class-Action Suits.” *New Jersey Lawyer*, Vol. 14, No. 44, Oct. 2005.

- **Stephanie Fiereck** Author, “Expand Your Internet Research Toolbox.” The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.

- **Stephanie Fiereck** Author, “Class Action Reform: Be Prepared to Address New Notification Requirements.” BNA, Inc. The Bureau of National Affairs, Inc. *Class Action Litigation Report*, Vol. 6, No. 9, May 2005.

- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Stoel Rives Litigation Group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.

- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.

- **Stephanie Fiereck** Author, “Bankruptcy Strategies Can Avert Class Action Crisis.” TMA - *The Journal of Corporate* Renewal, Sept. 2004.

- **Cameron Azari** Author, “FRCP 23 Amendments: Twice the Notice or No Settlement.” Current Developments – Issue II, Aug. 2003.

- **Cameron Azari** Speaker, “A Scientific Approach to Legal Notice Communication.” Weil Gotshal Litigation Group, New York, NY, 2003.

JUDICIAL COMMENTS

Judge David O. Carter, *In re: California Pizza Kitchen Data Breach Litigation* (Feb. 22, 2023) 8:21-cv-01928 (C.D. Cal.):

> *The Court finds that the Class Notice plan provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Consolidated Cases, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the settlement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

Judge David Knutson, *Duggan et al. v. Wings Financial Credit Union* (Feb. 3, 2023) 19AV-cv-20-2163 (Dist. Ct., Dakota Cnty., Minn.):

> *The Court finds that notice of the Settlement to the Class was the best notice practicable and complied with the requirements of Due Process.*

Judge Clarence M. Darrow, *Rivera v. IH Mississippi Valley Credit Union* (Jan. 26, 2023) 2019 CH 299 (Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill.):

> *The Court finds that the distribution of the Notices and the notice methodology were properly implemented in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and Class members have received the best notice practicable under the circumstances of the pendency of this action, their right to opt out, their right to object to the settlement, and all other relevant matters. The notices provided to the class met all requirements of due process, 735 ILCS 5/8-2001, et seq., and any other applicable law.*

Judge Andrew M. Lavin, *Brower v. Northwest Community Credit Union* (Jan. 18, 2023) 20CV38608 (Ore. Dist. Ct. Multnomah Cnty.):

> *This Court finds that the distribution of the Class Notice was completed in accordance with the Preliminary Approval/Notice Order, signed September 8, 2022, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.*

Judge Gregory H. Woods, *Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications, Inc.* (Jan. 5, 2023) 1:20-cv-02667 (S.D.N.Y.):

> *The Court finds that the notice provided to the Class Members was the best notice practicable under the circumstances, and that it complies with the requirements of Rule 23(c)(2).*

Judge Ledricka Thierry, *Opelousas General Hospital Authority v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana* (Dec. 21, 2022) 16-C-3647 (27th Jud. D. Ct. La.):

> *Notice given to Class Members and all other interested parties pursuant to this Court's order of October 31, 2022, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as defined, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members' rights to appear in Court to have their objections heard, and to afford persons or entities within the Class definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as defined…"*

Judge Dale S. Fischer, *DiFlauro, et al. v. Bank of America, N.A.* (Dec. 19, 2022) 2:20-cv-05692 (C.D. Cal.):

> *The form and means of disseminating the Class Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Members of the Class who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.*

Judge Stephen R. Bough, *Browning et al. v. Anheuser-Busch, LLC* (Dec. 19, 2022) 4:20-cv-00889 (W.D. Mo.):

> *The Court has determined that the Notice given to the Classes, in accordance with the Notice Plan in the Settlement Agreement and the Preliminary Approval Order, fully and accurately informed members of the Classes of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the Notice given to the Classes was adequate and reasonable.*

Judge Robert E. Payne, *Haney et al. v. Genworth Life Insurance Co. et al.* (Dec. 12, 2022) 3:22-cv-00055 (E.D. Va.):

> *The Court preliminarily approved the Amended Settlement Agreement on July 7, 2022, and directed that notice be sent to the Class. ECF No. 34. The Notice explained the policy election options afforded to class members, how they could communicate with Class Counsel about the Amended Settlement Agreement, their rights and options thereunder, how they could examine certain information on a website that was set up as part of the settlement process, and their right to object to the proposed settlement and opt out of the proposed case. Class members were also informed that they could contact independent counsel of their choice for advice.*
>
> *In assessing the adequacy of the Notice, as well as the fairness of the settlement itself, it is important that, according to the record, as of November 1, 2022, the Notice reached more than 99% of the more than 352,000 class members.*
>
> *All things considered, the Notice is adequate under the applicable law….*

Judge Danielle Viola, *Dearing v. Magellan Health, Inc. et al.* (Dec. 5, 2022) CV2020-013648 (Sup. Ct. Cnty. Maricopa, Ariz.):

> *The Court finds that the Notice to the Settlement Class fully complied with the requirements of the Arizona Rules of Civil Procedure and due process, has constituted the best notice practicable under the circumstances, was reasonably calculated to provide, and did provide, due and sufficient notice to Settlement Class Members regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, the rights of Settlement Class Members to exclude themselves from or object to the Settlement, the right to appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement.*

Judge Michael A. Duddy, *Churchill et al. v. Bangor Savings Bank* (Dec. 5, 2022) BCD-CIV-2021-00027 (Maine Bus. & Consumer Ct.):

> *The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice.*

Judge Andrew Schulman, *Guthrie v. Service Federal Credit Union* (Nov. 22, 2022) 218-2021-CV-00160 (Sup. Ct. Rockingham Cnty., N.H.):

> *The notice given to the Settlement Class of the Settlement and the other matters set forth therein was the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort. Said notice provided due and adequate notice of these proceedings and of the matters set forth in the Agreement, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of New Hampshire law and due process.*

Judge Charlene Edwards Honeywell*, Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute* (Nov. 14, 2022) 8:20-cv-01798 (M.D. Fla):

> *The Court finds and determines that the Notice Program, preliminarily approved on May 16, 2022, and implemented on June 15, 2022, constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Notice Program involved direct notice via e-mail and postal mail providing details of the Settlement, including the benefits available, how to exclude or object to the Settlement, when the Final Fairness Hearing would be held, and how to inquire further about details of the Settlement. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.*

Judge Thomas W. Thrash, Jr., *Callen v. Daimler AG and Mercedes-Benz USA, LLC* (Nov. 7, 2022) 1:19-cv-01411 (N.D. Ga.):

> *The Court finds that notice was given in accordance with the Preliminary Approval Order (Dkt. No. 79), and that the form and content of that Notice, and the procedures for dissemination thereof, afforded adequate protections to Class Members and satisfy the requirements of Rule 23(e) and due process and constitute the best notice practicable under the circumstances.*

Judge Mark Thomas Bailey, *Snyder et al. v. The Urology Center of Colorado, P.C.* (Oct. 30, 2022) 2021CV33707 (2nd Dist. Ct, Cnty. of Denver Col.):

> *The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the Settlement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Colorado Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

Judge Amy Berman Jackson*, In re: U.S. Office of Personnel Management Data Security Breach Litigation* (Oct. 28, 2022) MDL No. 2664, 15-cv-01394 (D.D.C.):

> *The Court finds that notice of the Settlement was given to Class Members in accordance with the Preliminary Approval Order, and that it constituted the best notice practicable of the matters set forth therein, including the Settlement, to all individuals entitled to such notice. It further finds that the notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.*

Judge John R. Tunheim*, In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs)* (Smithfield Foods, Inc.) (Oct. 19, 2022) 18-cv-01776 (D. Minn.):

> *The notice given to the Settlement Class, including individual notice to all members of the Settlement Class who could be identified through reasonable effort, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of the proceedings and of the matters set forth therein, including the proposed settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.*

Judge Harvey E. Schlesinger*, In re Disposable Contact Lens Antitrust Litigation* (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Oct. 12, 2022) 3:15-md-02626 (M.D. Fla):

> *The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; and (vi) the right to appear at the Fairness Hearing; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreements; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).*

Judge George H. Wu, *Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al.* (Oct. 11, 2022) 2:18-cv-03019 (C.D. Cal):

> *[T]he Court finds that the Notice and notice methodology implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted methods that were reasonably calculated to inform the members of the Settlement Class of the Settlement and their rights thereunder; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law.*

Judge Robert M. Dow, Jr., *In re: fairlife Milk Products Marketing and Sales Practices Litigation* (Sept. 28, 2022) MDL No. 2909, 1:19-cv-03924 (N.D. Ill.):

> *The Court finds that the Class Notice Program implemented pursuant to the Settlement Agreement and the Order preliminarily approving the Settlement … (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing, and of their right to seek monetary and other relief, (iii) constituted reasonable, due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) met all applicable requirements of due process and any other applicable law.*

Judge Ethan P. Schulman, *Rodan & Fields LLC; Gorzo et al. v. Rodan & Fields, LLC* (Sept. 28, 2022) CJC-18-004981, CIVDS 1723435 & CGC-18-565628 (Sup. Ct. Cal., Cnty. of San Bernadino & Sup. Ct. Cal. Cnty. of San Francisco):

> *The Court finds the Full Notice, Email Notice, Postcard Notice, and Notice of Opt-Out (collectively, the "Notice Packet") and its distribution to Class Members have been implemented pursuant to the Agreement and this Court's Preliminary Approval Order. The Court also finds the Notice Packet: a) Constitutes notice reasonably calculated to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to claim a Settlement Benefit; (vi) their right to*

appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in the class action lawsuit on all Participating Class Members; b) Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rules of Court, rule 3.769, and due process; c) Constitutes the best practicable notice to Class Members under the circumstances of the class action lawsuit; and d) Constitutes reasonable, adequate, and sufficient notice to Class Members.

Judge Anthony J Trenga, *In Re: Capital One Customer Data Security Breach Litigation* (Sept. 13, 2022) MDL No. 1:19-md-2915, 1:19-cv-02915 (E.D Va.):

Pursuant to the Court's direction, the Claims Administrator appointed by the Court implemented a robust notice program … The Notice Plan has been successfully implemented and reached approximately 96 percent of the Settlement Class by the individual notice efforts alone…. Targeted internet advertising and extensive news coverage enhanced public awareness of the Settlement.

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the Parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure. The Court finds that the Settlement Administrator and Parties have complied with the directives of the Order Granting Preliminary Approval of Class Action Settlement and Directing Notice of Proposed Settlement and the Court reaffirms its findings concerning notice ….

Judge Evelio Grillo, *Aseltine v. Chipotle Mexican Grill, Inc.* (Sept. 13, 2022) RG21088118 (Cir. Ct. Cal. Alameda Cnty.):

The proposed class notice form and procedure are adequate. The email notice is appropriate given the amount at issue for each member of the class.

Judge David S. Cunningham*, Muransky et al. v. The Cheesecake Factory et al.* (Sept. 9, 2022) 19 stcv 43875 (Sup. Ct. Cal. Cnty. of Los Angeles):

The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) constitutes reasonable and the best notice that is practicable under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement and the Class Settlement set forth in the Agreement ("Class Settlement"), and the right of Settlement Class Members to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on May 20, 2022; (iii) constitutes due, adequate, and sufficient notice to all person or entities entitled to receive notice; and (iv) meets the requirements of due process, California Code of Civil Procedure § 382, and California Rules of Court, Rules 3.760-3.771.

Judge Steven E. McCullough*, Fallis et al. v. Gate City Bank* (Sept. 9, 2022) 09-2019-cv-04007 (East Cent. Dist. Ct. Cass Cnty. N.D.):

The Courts finds that the distribution of the Notices and the Notice Program were properly implemented in accordance with N.D. R. Civ. P. 23, the terms of the Agreement, and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and that the Notice (a) constitutes the best notice practicable under the circumstances; (b) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of the Agreement and their right to exclude themselves or object to the Agreement and to appear at the Final Approval Hearing; (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (d) meets all applicable requirements of North Dakota law and any other applicable law and due process requirements.

Judge Susan N. Burke*, Mayo v. Affinity Plus Federal Credit Union* (Aug. 29, 2022) 27-cv-20-11786 (4th Jud. Dist. Ct. Minn.):

The Court finds that Notice to the Settlement Class was the best notice practicable and complied with the requirements of Due Process, and that the Notice Program was completed in compliance with the Preliminary Approval Order and the Agreement.

Judge Paul A. Engelmayer, *In re Morgan Stanley Data Security Litigation* (Aug. 5, 2022) 1:20-cv-05914 (S.D.N.Y.):

The Court finds that the emailed and mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and Judge Analisa Torres' Preliminary Approval Order: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice

practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to appraise Settlement Class Members of the pendency of this Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Claims Process, and of Class Counsel's application for an award of attorneys' fees, for reimbursement of expenses associated with the Action, and any Service Award; (d) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; (e) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (f) met all applicable requirements of Rule 23 of the Federal Rule of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable rules of law.

Judge Denise Page Hood, *Bleachtech L.L.C. v. United Parcel Service Co.* (July 20, 2022) 14-cv-12719 (E.D. Mich.):

The Settlement Class Notice Program, consisting of, among other things, the Publication Notice, Long Form Notice, website, and toll-free telephone number, was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (June 29, 2022) 3:21-cv-00019 (E.D. Va.):

The Court finds that the plan to disseminate the Class Notice and Publication Notice the Court previously approved has been implemented and satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. The Class Notice, which the Court approved, clearly defined the Class and explained the rights and obligations of the Class Members. The Class Notice explained how to obtain benefits under the Settlement, and how to contact Class Counsel and the Settlement Administrator. The Court appointed Epiq Class Action & Claims Solutions, Inc. ("Epiq") to fulfill the Settlement Administrator duties and disseminate the Class Notice and Publication Notice. The Class Notice and Publication Notice permitted Class Members to access information and documents about the case to inform their decision about whether to opt out of or object to the Settlement.

Judge Fernando M. Olguin, *Johnson v. Moss Bros. Auto Group, Inc. et al.* (June 24, 2022) 5:19-cv-02456 (C.D. Cal.):

Here, after undertaking the required examination, the court approved the form of the proposed class notice. (See Dkt. 125, PAO at 18-21). As discussed above, the notice program was implemented by Epiq. (Dkt. 137-3, Azari Decl. at ¶¶ 15-23 & Exhs. 3-4 (Class Notice)). Accordingly, based on the record and its prior findings, the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement….

Judge Harvey E. Schlesinger, *Beiswinger v. West Shore Home, LLC* (May 25, 2022) 3:20-cv-01286 (M.D. Fla.):

The Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge Scott Kording, *Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc.* (May 20, 2022) 2020L0000031 (Cir. Ct. of McLean Cnty., Ill.):

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

Judge Denise J. Casper, *Breda v. Cellco Partnership d/b/a Verizon Wireless* (May 2, 2022) 1:16-cv-11512 (D. Mass.):

> *The Court hereby finds Notice of Settlement was disseminated to persons in the Settlement Class in accordance with the Court's preliminary approval order, was the best notice practicable under the circumstances, and that the Notice satisfied Rule 23 and due process.*

Judge William H. Orrick, *Maldonado et al. v. Apple Inc. et al.* (Apr. 29, 2022) 3:16-cv-04067 (N.D. Cal.):

> *[N]otice of the Class Settlement to the Certified Class was the best notice practicable under the circumstances. The notice satisfied due process and provided adequate information to the Certified Class of all matters relating to the Class Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).*

Judge Laurel Beeler, *In re: Zoom Video Communications, Inc. Privacy Litigation* (Apr. 21, 2022) 20-cv-02155 (N.D. Cal.):

> *Between November 19, 2021, and January 3, 2022, notice was sent to 158,203,160 class members by email (including reminder emails to those who did not submit a claim form) and 189,003 by mail. Of the emailed notices, 14,303,749 were undeliverable, and of that group, Epiq mailed notice to 296,592 class members for whom a physical address was available. Of the mailed notices, efforts were made to ensure address accuracy and currency, and as of March 10, 2022, 11,543 were undeliverable. In total, as of March 10, 2022, notice was accomplished for 144,242,901 class members, or 91% of the total. Additional notice efforts were made by newspaper … social media, sponsored search, an informational release, and a Settlement Website. Epiq and Class Counsel also complied with the court's prior request that best practices related to the security of class member data be implemented.*
>
> *[T]he Settlement Administrator provided notice to the class in the form the court approved previously. The notice met all legal prerequisites: it was the best notice practicable, satisfied the requirements of Rule 23(c)(2), adequately advised class members of their rights under the settlement agreement, met the requirements of due process, and complied with the court's order regarding court notice. The forms of notice fairly, plainly, accurately, and reasonably provided class members with all required information ....*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Volkswagen) (Mar. 28, 2022) MDL No. 2599 (S.D. Fla.):

> *[T]he Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order … The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

Judge James Donato, *Pennington et al. v. Tetra Tech, Inc. et al.* (Mar. 28, 2022) 3:18-cv-05330 (N.D. Cal.):

> *On the Rule 23(e)(1) notice requirement, the Court approved the parties' notice plan, which included postcard notice, email notice, and a settlement website. Dkt. No. 154. The individual notice efforts reached an impressive 100% of the identified settlement class. Dkt. No. 200-223. The Court finds that notice was provided in the best practicable manner to class members who will be bound by the proposal. Fed. R. Civ. P. 23(e)(1).*

Judge Edward J. Davila, *Cochran et al. v. The Kroger Co. et al.* (Mar. 24, 2022) 5:21-cv-01887 (N.D. Cal.):

> *The Court finds that the dissemination of the Notices: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that is appropriate, in a manner, content, and format reasonably calculated, under the circumstances, to apprise Settlement Class Members …; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United (including the Due Process Clause), and all other applicable laws and rules.*

Judge Sunshine Sykes, *In re Renovate America Finance Cases* (Mar. 4, 2022) RICJCCP4940 (Sup. Ct. of Cal., Riverside Cnty.):

> *The Court finds that notice previously given to Class Members in the Action was the best notice practicable under the circumstances and satisfies the requirements of due process …The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, the Court has jurisdiction over all Class Members.*

Judge David O. Carter, *Fernandez v. Rushmore Loan Management Services LLC* (Feb. 14, 2022) 8:21-cv-00621 (C. D. Cal.):

> *Notice was sent to potential Class Members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice adequately describes the litigation and the scope of the involved Class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff's counsel and Plaintiff will apply for attorneys' fees, costs, and a service award, and the Class Members' option to participate, opt out, or object to the Settlement. The Class Notice consisted of direct notice via USPS, as well as a Settlement Website where Class Members could view the Long Form Notice.*

Judge Otis D. Wright, II, *In re Toll Roads Litigation* (Feb. 11, 2022) 8:16-cv-00262 (C. D. Cal.):

> *The Class Administrator provided notice to members of the Settlement Classes in compliance with the Agreements, due process, and Rule 23. The notice: (i) fully and accurately informed class members about the lawsuit and settlements; (ii) provided sufficient information so that class members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlements; (iii) provided procedures for class members to file written objections to the proposed settlements, to appear at the hearing, and to state objections to the proposed settlements; and (iv) provided the time, date, and place of the final fairness hearing. The Court finds that the Notice provided to the Classes pursuant to the Settlement Agreements and the Preliminary Approval Order and consisting of individual direct postcard and email notice, publication notice, settlement website, and CAFA notice has been successful and (i) constituted the best practicable notice under the circumstances; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to the Settlements or exclude themselves from the Classes, and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) otherwise met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.*

Judge Virginia M. Kendall, *In re Turkey Antitrust Litigations* (Commercial and Institutional Indirect Purchaser Plaintiffs' Action) *Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.* (Feb. 10, 2022) 1:19-cv-08318 (N.D. Ill.):

> *The notice given to the Settlement Class, including individual notice all members of the Settlement Class who could be identified through reasonable efforts, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.*

Judge Beth Labson Freeman, *Ford et al. v. [24]7.ai, Inc.* (Jan. 28, 2022) 5:18-cv-02770 (N.D. Cal.):

> *The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiffs. The Notice and notice program constituted sufficient notice to all persons entitled to notice. The Notice and notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.*

Judge Terrence W. Boyle, *Abramson et al. v. Safe Streets USA LLC et al.* (Jan. 12, 2022) 5:19-cv-00394 (E.D.N.C.):

> *Notice was provided to Settlement Class Members in compliance with Section 4 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (a) fully and accurately informed Settlement Class Members about the Actions and Settlement Agreement; (b) provided sufficient information*

so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (c) provided procedures for Settlement Class Members to submit written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (d) provided the time, date, and place of the Final Approval Hearing.

Judge Joan B. Gottschall, *Mercado et al. v. Verde Energy USA, Inc.* (Dec. 17, 2021) 1:18-cv-02068 (N.D. Ill.):

In accordance with the Settlement Agreement, Epiq launched the Settlement Website and mailed out settlement notices in accordance with the preliminary approval order. (ECF No. 149). Pursuant to this Court's preliminary approval order, Epiq mailed and emailed notice to the Class on October 1, 2021. Therefore, direct notice was sent and delivered successfully to the vast majority of Class Members.

The Class Notice, together with all included and ancillary documents thereto, complied with all the requirements of Rule 23(c)(2)(B) and fairly, accurately, and reasonably informed members of the Class of: (a) appropriate information about the nature of this Litigation, including the class claims, issues, and defenses, and the essential terms of the Settlement Agreement; (b) the definition of the Class; (c) appropriate information about, and means for obtaining additional information regarding, the lawsuit and the Settlement Agreement; (d) appropriate information about, and means for obtaining and submitting, a claim; (e) appropriate information about the right of Class Members to appear through an attorney, as well as the time, manner, and effect of excluding themselves from the Settlement, objecting to the terms of the Settlement Agreement, or objecting to Lead and Class Counsel's request for an award of attorneys' fees and costs, and the procedures to do so; (f) appropriate information about the consequences of failing to submit a claim or failing to comply with the procedures and deadline for requesting exclusion from, or objecting to, the Settlement; and (g) the binding effect of a class judgment on Class Members under Rule 23(c)(3) of the Federal Rules of Civil Procedure.

The Court finds that Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of applicable laws and due process.

Judge Patricia M. Lucas, *Wallace v. Wells Fargo* (Nov. 24, 2021) 17CV317775 (Sup. Ct. Cal. Cnty. of Santa Clara):

On August 29, 2021, a dedicated website was established for the settlement at which class members can obtain detailed information about the case and review key documents, including the long form notice, postcard notice, settlement agreement, complaint, motion for preliminary approval … (Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program ["Azari Dec."] ¶19*). As of October 18, 2021, there were 2,639 visitors to the website and 4,428 website pages presented.* (Ibid.).

On August 30, 2021, a toll-free telephone number was established to allow class members to call for additional information in English or Spanish, listen to answers to frequently asked questions, and request that a long form notice be mailed to them (Azari Dec. ¶20*). As of October 18, 2021, the telephone number handled 345 calls, representing 1,207 minutes of use, and the settlement administrator mailed 30 long form notices as a result of requests made via the telephone number.*

Also, on August 30, 2021, individual postcard notices were mailed to 177,817 class members. (Azari Dec. ¶14*) As of November 10, 2021, 169,404 of those class members successfully received notice. (Supplemental Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program ["Supp. Azari Dec."]* ¶10.*).*

Judge John R. Tunheim, *In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Plaintiff Action)* (JBS USA Food Company, JBS USA Food Company Holdings) (Nov. 18, 2021) 18-cv-01776 (D. Minn.):

The notice given to the Settlement Class, including individual notice to all members of the Settlement Class who could be identified through reasonable effort, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of the proceedings and of the matters set forth therein, including the proposed settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

Judge H. Russel Holland, *Coleman v. Alaska USA Federal Credit Union* (Nov. 17, 2021) 3:19-cv-00229 (D. Alaska):

The Court approved Notice Program has been fully implemented. The Court finds that the Notices given to the Settlement Class fully and accurately informed Settlement Class Members of all material elements of the proposed Settlement and constituted valid, due, and sufficient Notice to Settlement Class Members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process.

Judge A. Graham Shirley, *Zanca et al. v. Epic Games, Inc.* (Nov. 16, 2021) 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.):

> *Notice has been provided to all members of the Settlement Class pursuant to and in the manner directed by the Preliminary Approval Order. The Notice Plan was properly administered by a highly experienced third-party Settlement Administrator. Proof of the provision of that Notice has been filed with the Court and full opportunity to be heard has been offered to all Parties to the Action, the Settlement Class, and all persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given full compliance with each of the requirements of North Carolina Rule of Civil Procedure 23, due process, and applicable law.*

Judge Judith E. Levy, *In re Flint Water Cases* (Nov. 10, 2021) 5:16-cv-10444 (E.D. Mich.):

> *(1) a "Long Form Notice packet [was] mailed to each Settlement Class member … a list of over 57,000 addresses—[and] over 90% of [the mailings] resulted in successful delivery;" (2) notices were emailed "to addresses that could be determined for Settlement Class members;" and (3) the "Notice Administrator implemented a comprehensive media notice campaign." … The media campaign coupled with the mailing was intended to reach the relevant audience in several ways and at several times so that the class members would be fully informed about the settlement and the registration and objection process.*
>
> *The media campaign included publication in the local newspaper … local digital banners … television … and radio spots … banner notices and radio ads placed on Pandora and SoundCloud; and video ads placed on YouTube .... [T]his settlement has received widespread media attention from major news outlets nationwide.*
>
> *Plaintiffs submitted an affidavit signed by Azari that details the implementation of the Notice plan .... The affidavit is bolstered by several documents attached to it, such as the declaration of Epiq Class Action and Claims Solutions, Inc.'s Legal Notice Manager, Stephanie J. Fiereck. Azari declared that Epiq "delivered individual notice to approximately 91.5% of the identified Settlement Class" and that the media notice brought the overall notice effort to "in excess of 95%." The Court finds that the notice plan was implemented in an appropriate manner.*
>
> *In conclusion, the Court finds that the Notice Plan as implemented, and its content, satisfies due process.*

Judge Vince Chhabria, *Yamagata et al. v. Reckitt Benckiser LLC* (Oct. 28, 2021) 3:17-cv-03529 (N.D. Cal.):

> *The Court directed that Class Notice be given to the Class Members pursuant to the notice program proposed by the Parties and approved by the Court. In accordance with the Court's Preliminary Approval Order and the Court-approved notice program, the Settlement Administrator caused the forms of Class Notice to be disseminated as ordered. The Long-form Class Notice advised Class Members of the terms of the Settlement Agreement; the Final Approval Hearing, and their right to appear at such hearing; their rights to remain in, or opt out of, the Settlement Class and to object to the Settlement Agreement; procedures for exercising such rights; and the binding effect of this Order and accompanying Final Judgment, whether favorable or unfavorable, to the Settlement Class.*
>
> *The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. § 1715, and any other applicable law.*

Judge Otis D. Wright, II, *Silveira v. M&T Bank* (Oct. 12, 2021) 2:19-cv-06958 (C.D. Cal.):

> *Notice was sent to potential class members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice consisted of direct notice via USPS first class mail, as well as a Settlement Website where Class Members could view and request to be sent the Long Form Notice. The Class Notice adequately described the litigation and the scope of the involved class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff's counsel and Plaintiff will apply for attorneys' fees, costs, and a service award, and the class members' option to participate, opt out, or object to the settlement.*

Judge Timothy J. Korrigan, *Smith v. Costa Del Mar, Inc.* (Sept. 21, 2021) 3:18-cv-01011 (M.D. Fla.):

> *Following preliminary approval, the settlement administrator carried out the notice program .... The settlement administrator sent a summary notice and long-form notice to all class members, sent CAFA notice to federal and state officials … and established a website with comprehensive information about the settlement .... Email notice was sent to class members with email addresses, and postcards were sent to class members with only physical addresses .... Multiple attempts were made to contact class members in some cases, and all notices*

directed recipients to a website where they could access settlement information .... A paid online media plan was implemented for class members for whom the settlement administrator did not have data .... When the notice program was complete, the settlement administrator submitted a declaration stating that the notice and paid media plan reached at least seventy percent of potential class members .... [N]otices had been delivered via postcards or email to 939,400 of the 939,479 class members to whom the settlement administrator sent notice—a ninety-nine and a half percent deliverable rate....

Notice was disseminated in accordance with the Preliminary Approval Order .... Federal Rule of Civil Procedure 23(c)(2)(B) requires that notice be "the best notice that is practicable under the circumstances." Upon review of the notice materials … and of Azari's Declaration … regarding the notice program, the Court is satisfied with the way in which the notice program was carried out. Class notice fully complied with Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and was sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

Judge Jose E. Martinez, *Kukorinis v. Walmart, Inc.* (Sept. 20, 2021) 1:19-cv-20592 (S.D. Fla.):

[T]he Court approved the appointment of Epiq Class Action and Claims Solutions, Inc. as the Claims Administrator with the responsibility of implementing the notice requirements approved in the Court's Order of Approval .... The media plan included various forms of notice, utilizing national consumer print publications, internet banner advertising, social media, sponsored search, and a national informational release .... According to the Azari Declaration, the Court-approved Notice reached approximately seventy-five percent (75%) of the Settlement Class on an average of 3.5 times per Class Member ....

Pertinently, the Claims Administrator implemented digital banner notices across certain social media platforms, including Facebook and Instagram, which linked directly to the Settlement Website … the digital banner notices generated approximately 522.6 million adult impressions online .... [T]he Court finds that notice was "reasonably calculated, under the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections."

Judge Steven L. Tiscione, *Fiore et al. v. Ingenious Designs, LLC* (Sept. 10, 2021) 1:18-cv-07124 (E.D.N.Y.):

Following the Court's Preliminary Approval of the Settlement, the Notice Plan was effectuated by the Parties and the appointed Claims Administrator, Epiq Systems. The Notice Plan included a direct mailing to Class members who could be specifically identified, as well as nationwide notice by publication, social media and retailer displays and posters. The Notice Plan also included the establishment of an informational website and toll-free telephone number. The Court finds the Parties completed all settlement notice obligations imposed in the Order Preliminarily Approving Settlement. In addition, Defendants through the Class Administrator, sent the requisite CAFA notices to 57 federal and state officials. The class notices constitute "the best notice practicable under the circumstances," as required by Rule 23(c)(2).

Judge John S. Meyer, *Lozano v. CodeMetro, Inc.* (Sept. 8, 2021) 37-2020-00022701 (Sup. Ct. Cal. Cnty. of San Diego):

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Settlement, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Mae A. D'Agostino, *Thompson et al. v. Community Bank, N.A.* (Sept. 8, 2021) 8:19-cv-0919 (N.D.N.Y.):

Prior to distributing Notice to the Settlement Class members, the Settlement Administrator established a website, … as well as a toll-free line that Settlement Class members could access or call for any questions or additional information about the proposed Settlement, including the Long Form Notice. Once Settlement Class members were identified via Defendant's business records, the Notices attached to the Agreement and approved by the Court were sent to each Settlement Class member. For Current Account Holders who have elected to receive bank communications via email, Email Notice was delivered. To Past Defendant Account Holders, and Current Account Holders who have not elected to receive communications by email or for whom

the Defendant does not have a valid email address, Postcard Notice was delivered by U.S. Mail. The Settlement Administrator mailed 36,012 Postcard Notices and sent 16,834 Email Notices to the Settlement Class, and as a result of the Notice Program, 95% of the Settlement Class received Notice of the Settlement.

Judge Anne-Christine Massullo, *UFCW & Employers Benefit Trust v. Sutter Health et al.* (Aug. 27, 2021) CGC 14-538451 consolidated with CGC-18-565398 (Sup. Ct. of Cal., Cnty. of San Fran.):

The notice of the Settlement provided to the Class constitutes due, adequate and sufficient notice and the best notice practicable under the circumstances, and meets the requirements of due process, the laws of the State of California, and Rule 3.769(f) of the California Rules of Court.

Judge Graham C. Mullen, *In re: Kaiser Gypsum Company, Inc. et al*. (July 27, 2021) 16-cv-31602 (W.D.N.C.):

[T]the Declaration of Cameron R. Azari, Esq. on Implementation of Notice Regarding the Joint Plan of Reorganization of Kaiser Gypsum Company, Inc. and Hanson Permanente Cement, Inc. … (the "Notice Declaration") was filed with the Bankruptcy Court on July 1, 2020, attesting to publication notice of the Plan.

[T]he Court has reviewed the Plan, the Disclosure Statement, the Disclosure Statement Order, the Voting Agent Declaration, the Affidavits of Service, the Publication Declaration, the Notice Declaration, the Memoranda of Law, the Declarations, the Truck Affidavits and all other pleadings before the Court in connection with the Confirmation of the Plan, including the objections filed to the Plan. The Plan is hereby confirmed in its entirety ....

Judge Anne-Christine Massullo, *Morris v. Provident Credit Union* (June 23, 2021) CGC-19-581616 (Sup. Ct. Cal. Cnty. of San Fran.):

The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement ("Preliminary Approval Order") and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.

Judge Esther Salas, *Sager et al. v. Volkswagen Group of America, Inc. et al.* (June 22, 2021) 18-cv-13556 (D.N.J.):

The Court further finds and concludes that Class Notice was properly and timely disseminated to the Settlement Class in accordance with the Class Notice Plan set forth in the Settlement Agreement and the Preliminary Approval Order (Dkt. No. 69). The Class Notice Plan and its implementation in this case fully satisfy Rule 23, the requirements of due process and constitute the best notice practicable under the circumstances.

Judge Josephine L. Staton, *In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.* (June 10, 2021) 8:17-cv-00838 and 18-cv-02223 (C.D. Cal.):

The Class Notice was disseminated in accordance with the procedures required by the Court's Orders … in accordance with applicable law, and satisfied the requirements of Rule 23(e) and due process and constituted the best notice practicable for the reasons discussed in the Preliminary Approval Order and Final Approval Order.

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation* (ABB Concise Optical Group, LLC) (May 31, 2021) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of (i) the pendency of the Action; (ii) the effect of the Settlement Agreement (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreement, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Class; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Haywood S. Gilliam, Jr. *Richards et al. v. Chime Financial, Inc.* (May 24, 2021) 4:19-cv-06864 (N.D. Cal.):

The Court finds that the notice and notice plan previously approved by the Court was implemented and

complies with Rule 23(c)(2)(B) … The Court ordered that the third-party settlement administrator send class notice via email based on a class list Defendant provided … Epiq Class Action & Claims Solutions, Inc., the third-party settlement administrator, represents that class notice was provided as directed .... Epiq received a total of 527,505 records for potential Class Members, including their email addresses .... If the receiving email server could not deliver the message, a "bounce code" was returned to Epiq indicating that the message was undeliverable .... Epiq made two additional attempts to deliver the email notice .... As of Mach 1, 2021, a total of 495,006 email notices were delivered, and 32,499 remained undeliverable .... In light of these facts, the Court finds that the parties have sufficiently provided the best practicable notice to the Class Members.

Judge Henry Edward Autrey, *Pearlstone v. Wal-Mart Stores, Inc.* (Apr. 22, 2021) 4:17-cv-02856 (C.D. Cal.):

The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties' Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notice Plan fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule 23(c)(2) and 23(e)(1), applicable law, and the Due Process Clause of the United States Constitution.

Judge Lucy H. Koh, *Grace v. Apple, Inc.* (Mar. 31, 2021) 17-cv-00551 (N.D. Cal.):

Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." The Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court's Order (ECF No. 426) and complies with Rule 23(c)(2)(B).

Judge Gary A. Fenner, *In re: Pre-Filled Propane Tank Antitrust Litigation* (Mar. 30, 2021) MDL No. 2567, 14-cv-02567 (W.D. Mo.):

Based upon the Declaration of Cameron Azari, on behalf of Epiq, the Administrator appointed by the Court, the Court finds that the Notice Program has been properly implemented. That Declaration shows that there have been no requests for exclusion from the Settlement, and no objections to the Settlement. Finally, the Declaration reflects that AmeriGas has given appropriate notice of this settlement to the Attorney General of the United States and the appropriate State officials under the Class Action Fairness Act, 28 U.S.C. § 1715, and no objections have been received from any of them.

Judge Richard Seeborg, *Bautista v. Valero Marketing and Supply Company* (Mar. 17, 2021) 3:15-cv-05557 (N.D. Cal.):

The Notice given to the Settlement Class in accordance with the Notice Order was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

Judge James D. Peterson, *Fox et al. v. Iowa Health System d.b.a. UnityPoint Health* (Mar. 4, 2021) 18-cv-00327 (W.D. Wis.):

The approved Notice plan provided for direct mail notice to all class members at their last known address according to UnityPoint's records, as updated by the administrator through the U.S. Postal Service. For postcards returned undeliverable, the administrator tried to find updated addresses for those class members. The administrator maintained the Settlement website and made Spanish versions of the Long Form Notice and Claim Form available upon request. The administrator also maintained a toll-free telephone line which provides class members detailed information about the settlement and allows individuals to request a claim form be mailed to them.

The Court finds that this Notice (i) constituted the best notice practicable under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class members of the Settlement, the effect of the Settlement (including the release therein), and their right to object to the terms of the settlement and appear at the Final Approval Hearing; (iii) constituted due and sufficient notice of the Settlement to all reasonably identifiable persons entitled to receive such notice; (iv) satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.

Judge Larry A. Burns, *Trujillo et al. v. Ametek, Inc. et al.* (Mar. 3, 2021) 3:15-cv-01394 (S.D. Cal.):

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing .... The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

Judge Sherri A. Lydon, *Fitzhenry v. Independent Home Products, LLC* (Mar. 2, 2021) 2:19-cv-02993 (D.S.C.):

Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.

Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.* (Feb. 9, 2021) 2:18-cv-08605 (C.D. Cal.):

The Court finds that the dissemination of the Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Named Plaintiffs' application for the payment of Service Awards; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

Judge Jon S. Tigar, *Elder v. Hilton Worldwide Holdings, Inc.* (Feb. 4, 2021) 16-cv-00278 (N.D. Cal.):

"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement. Id.

The Court finds that the parties have complied with the Court's preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.

Judge Michael W. Jones, *Wallace et al. v. Monier Lifetile LLC et al.* (Jan. 15, 2021) SCV-16410 (Sup. Ct. Cal.):

The Court also finds that the Class Notice and notice process were implemented in accordance with the Preliminary Approval Order, providing the best practicable notice under the circumstances.

Judge Kristi K. DuBose, *Drazen v. GoDaddy.com, LLC* and *Bennett v. GoDaddy.com, LLC* (Dec. 23, 2020) 1:19-cv-00563 (S.D. Ala.):

> *The Court finds that the Notice and the claims procedures actually implemented satisfy due process, meet the requirements of Rule 23(e)(1), and the Notice constitutes the best notice practicable under the circumstances.*

Judge Haywood S. Gilliam, Jr.*, Izor v. Abacus Data Systems, Inc.* (Dec. 21, 2020) 19-cv-01057 (N.D. Cal.):

> *The Court finds that the notice plan previously approved by the Court was implemented and that the notice thus satisfied Rule 23(c)(2)(B). [T]he Court finds that the parties have sufficiently provided the best practicable notice to the class members.*

Judge Christopher C. Conner, *Al's Discount Plumbing et al. v. Viega, LLC* (Dec. 18, 2020) 19-cv-00159 (M.D. Pa.):

> *The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Fed. R. Civ. P. 23(c)(2)(B) and due process. Specifically, the Court ordered that the third-party Settlement Administrator, Epiq, send class notice via email, U.S. mail, by publication in two recognized industry magazines, Plumber and PHC News, in both their print and online digital forms, and to implement a digital media campaign. (ECF 99). Epiq represents that class notice was provided as directed. See Declaration of Cameron R. Azari, ¶¶ 12-15 (ECF 104-13).*

Judge Naomi Reice Buchwald, *In re: Libor-Based Financial Instruments Antitrust Litigation* (Dec. 16, 2020) MDL No. 2262, 1:11-md-02262 (S.D.N.Y.):

> *Upon review of the record, the Court hereby finds that the forms and methods of notifying the members of the Settlement Classes and their terms and conditions have met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all members of the Settlement Classes of these proceedings and the matters set forth herein, including the Settlements, the Plan of Allocation and the Fairness Hearing. Therefore, the Class Notice is finally approved.*

Judge Larry A. Burns, *Cox et al. Ametek, Inc. et al.* (Dec 15, 2020) 3:17-cv-00597 (S.D. Cal.):

> *The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing … The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.*

Judge Timothy J. Sullivan*, Robinson v. Nationstar Mortgage LLC* (Dec. 11, 2020) 8:14-cv-03667 (D. Md.):

> *The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.*

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Dec. 10, 2020) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as*

Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational release was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.

Judge Katherine A. Bacal, *Garvin v. San Diego Unified Port District* (Nov. 20, 2020) 37-2020-00015064 (Sup. Ct. Cal.):

Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.

Judge Catherine D. Perry*, Pirozzi et al. v. Massage Envy Franchising, LLC* (Nov. 13, 2020) 4:19-cv-807 (E.D. Mo.):

The COURT hereby finds that the CLASS NOTICE given to the CLASS: (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the time and manner by which CLASS MEMBERS could submit a CLAIM under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances, constituted a reasonable manner of notice to all class members who would be bound by the SETTLEMENT, and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (Nov. 12, 2020) 3:19-cv-00049 (E.D. Va.):

For the reasons set forth in the Court's Memorandum Opinion addressing objections to the Settlement Agreement, … the plan to disseminate the Class Notice and Publication Notice, which the Court previously approved, has been implemented and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process.

Judge Jeff Carpenter*, Eastwood Construction LLC et al. v. City of Monroe* (Oct. 27, 2020) 18-cvs-2692 and ***The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe*** (Oct. 27, 2020) 19-cvs-1825 (Sup. Ct. N.C.):

The Settlement Agreement and the Settlement Notice are found to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and are hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth in the Settlement Agreement, and the Clerk of the Court is directed to enter and docket this Order and Final Judgement in the Actions.

Judge M. James Lorenz, *Walters et al. v. Target Corp.* (Oct. 26, 2020) 3:16-cv-1678 (S.D. Cal.):

The Court has determined that the Class Notices given to Settlement Class members fully and accurately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Maren E. Nelson, *Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company* (Oct. 26, 2020) BC 579498 (Sup. Ct. Cal.):

Distribution of Notice directed to the Settlement Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Class members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice, which reached 99.9% of all Settlement Class Members, provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to Notice, and the Notice and its distribution fully satisfied the requirements of due process.

Judge Vera M. Scanlon, *Lashambae v. Capital One Bank, N.A.* (Oct. 21, 2020) 1:17-cv-06406 (E.D.N.Y.):

> *The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identifies of the named Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding the opt-out procedures and deadlines, and the date and location of the Final Approval Hearing. Notice was successfully delivered to approximately 98.7% of the Settlement Class and only 78 individual Settlement Class Members did not receive notice by email or first class mail.*
>
> *Having reviewed the content of the Class Notice, as amended, and the manner in which the Class Notice was disseminated, this Court finds that the Class Notice, as amended, satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules. The Class Notice, as amended, provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and provided this Court with jurisdiction over the absent Settlement Class Members. See Fed. R. Civ. P. 23(c)(2)(B).*

Chancellor Walter L. Evans, *K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals* (Oct. 14, 2020) CH-13-04871-1 (30th Jud. Dist. Tenn.):

> *Based upon the filings and the record as a whole, the Court finds and determines that dissemination of the Class Notice as set forth herein complies with Tenn. R. Civ. P. 23.03(3) and 23.05 and (i) constitutes the best practicable notice under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of Class Settlement, their rights to object to the proposed Settlement, (iii) was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (iv) meets all applicable requirements of Due Process; (v) and properly provides notice of the attorney's fees that Class Counsel shall seek in this action. As a result, the Court finds that Class Members were properly notified of their rights, received full Due Process ....*

Judge Sara L. Ellis, *Nelson v. Roadrunner Transportation Systems, Inc.* (Sept. 15, 2020) 1:18-cv-07400 (N.D. Ill.):

> *Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders.*
>
> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).*

Judge George H. Wu, *Lusnak v. Bank of America, N.A.* (Aug. 10, 2020) 14-cv-01855 (C.D. Cal.):

> *The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.*

Judge James Lawrence King, *Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.* (Aug. 10, 2020) 1:10-cv-22190 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

> *The Court finds that the members of the Settlement Class were provided with the best practicable notice; the notice was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement was widely publicized, and any member of the Settlement Class who wished to express comments or objections had ample opportunity and means to do so.*

Judge Jeffrey S. Ross, *Lehman v. Transbay Joint Powers Authority et al.* (Aug. 7, 2020) CGC-16-553758 (Sup. Ct. Cal.):

> *The Notice approved by this Court was distributed to the Settlement Class Members in compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement, dated May 8, 2020. The Notice provided to the Settlement Class Members met the requirements of due process and constituted the best notice practicable in the circumstances. Based on evidence and other material submitted in conjunction with the final approval hearing, notice to the class was adequate.*

Judge Jean Hoefer Toal, *Cook et al. v. South Carolina Public Service Authority et al.* (July 31, 2020) 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.):

> *Notice was sent to more than 1.65 million Class members, published in newspapers whose collective circulation covers the entirety of the State, and supplemented with internet banner ads totaling approximately 12.3 million impressions. The notices directed Class members to the settlement website and toll-free line for additional inquiries and further information. After this extensive notice campaign, only 78 individuals (0.0047%) have opted-out, and only nine (0.00054%) have objected. The Court finds this response to be overwhelmingly favorable.*

Judge Peter J. Messitte, *Jackson et al. v. Viking Group, Inc. et al.* (July 28, 2020) 8:18-cv-02356 (D. Md.):

> *[T]he Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order as amended. The Court finds that the Notice Plan: (i) constitutes the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Lawsuit and the terms of the Settlement, their right to exclude themselves from the Settlement, or to object to any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class, (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.*

Judge Michael P. Shea, *Grayson et al. v. General Electric Company* (July 27, 2020) 3:13-cv-01799 (D. Conn.):

> *Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, emailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.*

Judge Gerald J. Pappert, *Rose v. The Travelers Home and Marine Insurance Company et al.* (July 20, 2020) 19-cv-00977 (E.D. Pa.):

> *The Class Notice … has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. Such Class Notice (i) constituted the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of this Action, the definition of the Settlement Class, the terms of the Settlement Agreement, the rights of the Settlement Class to exclude themselves from the settlement or to object to any part of the settlement, the rights of the Settlement Class to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement Agreement on all persons who do not exclude themselves from the Settlement Class, (iii) provided due, adequate, and sufficient notice to the Settlement Class; and (iv) fully satisfied all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

Judge Christina A. Snyder, *Waldrup v. Countrywide Financial Corporation et al.* (July 16, 2020) 2:13-cv-08833 (C.D. Cal.):

> *The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute*

(including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.

Judge James Donato, *Coffeng et al. v. Volkswagen Group of America, Inc.* (June 10, 2020) 17-cv-01825 (N.D. Cal.):

The Court finds that, as demonstrated by the Declaration and Supplemental Declaration of Cameron Azari, and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with FED. R. CIV. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Michael W. Fitzgerald*, Behfarin v. Pruco Life Insurance Company et al.* (June 3, 2020) 17-cv-05290 (C.D. Cal.):

The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied ....

This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.

Judge Nancy J. Rosenstengel, *First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.* (Apr. 27, 2020) 3:13-cv-00454 (S.D. Ill.):

The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation* (CooperVision, Inc.) (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Orders; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to the provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Amos L. Mazzant, *Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Equitable Relief Settlement Class; (iii) the claims and issues of the Equitable Relief Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Michael H. Simon, *In re: Premera Blue Cross Customer Data Security Breach Litigation* (Mar. 2, 2020) MDL No. 2633, 3:15-md-2633 (D. Ore.):

> *The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.*

Judge Maxine M. Chesney, *McKinney-Drobnis et al. v. Massage Envy Franchising* (Mar. 2, 2020) 3:16-cv-06450 (N.D. Cal.):

> *The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.*

Judge Harry D. Leinenweber, *Albrecht v. Oasis Power, LLC d/b/a Oasis Energy* (Feb. 6, 2020) 1:18-cv-01061 (N.D. Ill.):

> *The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*
>
> *The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.*

Judge Robert Scola, Jr., *Wilson et al. v. Volkswagen Group of America, Inc. et al.* (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

> *The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.*

Judge Michael Davis, *Garcia v. Target Corporation* (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

> *The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.*

Judge Bruce Howe Hendricks, *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation* (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D.S.C.):

> *The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari (ECF No. 225-1), the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.*

Judge Margo K. Brodie, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2019) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

> *The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.*

Judge Steven Logan, *Knapper v. Cox Communications, Inc.* (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

> *The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.*

Judge Manish Shah, *Prather v. Wells Fargo Bank, N.A.* (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

> *The Court finds that the Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.*

Judge Liam O'Grady, *Liggio v. Apple Federal Credit Union* (Dec. 6, 2019) 1:18-cv-01059 (E.D. Va.):

> *The Court finds that the manner and form of notice (the "Notice Plan") as provided for in this Court's July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties' Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator .... The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.*

Judge Brian McDonald, *Armon et al. v. Washington State University* (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

> *The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they desired; and appropriate instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.*

Judge Andrew J. Guilford, *In re: Wells Fargo Collateral Protection Insurance Litigation* (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

> *Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the parties' settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.*

Judge Paul L. Maloney, *Burch v. Whirlpool Corporation* (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

> *[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.*

Judge Gene E.K. Pratter, *Tashica Fulton-Green et al. v. Accolade, Inc.* (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).*

Judge Edwin Torres, *Burrow et al. v. Forjas Taurus S.A. et al.* (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

> *Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court's previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).*

Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

> *The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.*
>
> *In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).*

Judge Karon Owen Bowdre, *In re: Community Health Systems, Inc. Customer Data Security Breach Litigation* (Aug. 22, 2019) MDL No. 2595, 2:15-cv-00222 (N.D. Ala.):

> *The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.*
>
> *The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.*

Judge Christina A. Snyder, *Zaklit et al. v. Nationstar Mortgage LLC et al.* (Aug. 21, 2019) 5:15-cv-02190 (C.D. Cal.):

> *The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.*

Judge Brian M. Cogan, *Luib v. Henkel Consumer Goods Inc.* (Aug. 19, 2019) 1:17-cv-03021 (E.D.N.Y.):

> *The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Aug. 16, 2019) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order. [T]he notice program reached approximately 87 percent of adults who purchased portable computers, power tools, camcorders, or replacement batteries, and these class members were notified an average of 3.5 times each. As a result of Plaintiffs' notice efforts, in total, 1,025,449 class members have submitted claims. That includes 51,961 new claims, and 973,488 claims filed under the prior settlements.*

Judge Jon Tigar, *McKnight et al. v. Uber Technologies, Inc. et al.* (Aug. 13, 2019) 3:14-cv-05615 (N.D. Cal.):

> *The settlement administrator, Epiq Systems, Inc., carried out the notice procedures as outlined in the preliminary approval. ECF No. 162 at 17-18. Notices were mailed to over 22 million class members with a success rate of over 90%. Id. at 17. Epiq also created a website, banner ads, and a toll free number. Id. at 17-18. Epiq estimates that it reached through mail and other formats 94.3% of class members. ECF No. 164 ¶ 28. In light of these actions, and the Court's prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.*

Judge Gary W.B. Chang, *Robinson v. First Hawaiian Bank* (Aug. 8, 2019) 17-1-0167-01 (Cir. Ct. of First Cir. Haw.):

> *This Court determines that the Notice Program satisfies all of the due process requirements for a class action settlement.*

Judge Karin Crump, *Hyder et al. v. Consumers County Mutual Insurance Company* (July 30, 2019) D-1-GN-16-000596 (D. Ct. of Travis Cnty. Tex.):

> *Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.*

Judge Wendy Bettlestone, *Underwood v. Kohl's Department Stores, Inc. et al.* (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

> *The Notice, the contents of which were previously approved by the Court, was disseminated in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law.*

Judge Andrew G. Ceresia, J.S.C., *Denier et al. v. Taconic Biosciences, Inc.* (July 15, 2019) 00255851 (Sup Ct. N.Y.):

> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of the CPLR.*

Judge Vince G. Chhabria, *Parsons v. Kimpton Hotel & Restaurant Group, LLC* (July 11, 2019) 3:16-cv-05387 (N.D. Cal.):

> *Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class*

and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

Judge Daniel J. Buckley, *Adlouni v. UCLA Health Systems Auxiliary et al.* (June 28, 2019) BC589243 (Sup. Ct. Cal.):

The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.

Judge John C. Hayes III, *Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.* (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice…. Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.

Judge Stephen K. Bushong, *Scharfstein v. BP West Coast Products, LLC* (June 4, 2019) 1112-17046 (Ore. Cir., Cnty. of Multnomah):

The Court finds that the Notice Plan … fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Cynthia Bashant, *Lloyd et al. v. Navy Federal Credit Union* (May 28, 2019) 17-cv-1280 (S.D. Cal.):

This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.

Judge Robert W. Gettleman, *Cowen v. Lenny & Larry's Inc.* (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge Edward J. Davila, *In re: HP Printer Firmware Update Litigation* (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc. et al.* (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.

Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)* (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.

Judge Alison J. Nathan, *Pantelyat et al. v. Bank of America, N.A. et al.* (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

> *The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.*

Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.* (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

> *[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.*

Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation* (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

> *The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Ford) (Dec. 20, 2018) MDL No. 2599 (S.D. Fla.):

> *The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: .(i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

Judge Herndon, *Hale v. State Farm Mutual Automobile Insurance Company et al.* (Dec. 16, 2018) 3:12-cv-00660 (S.D. Ill.):

> *The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.*

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (Nov. 13, 2018) 14-cv-07126 (S.D.N.Y.):

> *The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.*

Judge William L. Campbell, Jr., *Ajose et al. v. Interline Brands, Inc.* (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

> *The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.*

Judge Joseph C. Spero, *Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

> *[T]the Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by" a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the "best notice that is practicable under the circumstances" of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B) … The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.*

Judge Marcia G. Cooke, *Dipuglia v. US Coachways, Inc.* (*Sept. 28, 2018)* 1:17-cv-23006 (S.D. Fla.):

> *The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

Judge Beth Labson Freeman, *Gergetz v. Telenav, Inc.* (Sept. 27, 2018) 5:16-cv-04261 (N.D. Cal.):

> *The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.*

Judge M. James Lorenz, *Farrell v. Bank of America, N.A.* (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

> *The Court therefore finds that the Class Notices given to Settlement Class members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.*

Judge Dean D. Pregerson, *Falco et al. v. Nissan North America, Inc. et al.* (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

> *Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.*

Judge Lynn Adelman, *In re: Windsor Wood Clad Window Product Liability Litigation* (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

> *The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due*

Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.

Judge Stephen K. Bushong, *Surrett et al. v. Western Culinary Institute et al.* (June 18, 2018) 0803-03530 (Ore. Cir. Cnty. of Multnomah):

> *This Court finds that the distribution of the Notice of Settlement … fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.*

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (June 1, 2018) 14-cv-07126 (S.D.N.Y.):

> *The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.*

Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)* (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

> *The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.*
>
> *[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.*

Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC* (May 8, 2018) 17-cv-22967 (S.D. Fla.):

> *The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

Chancellor Russell T. Perkins, *Morton v. GreenBank* (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

> *The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.*

Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC* (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

> *The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.*
>
> *The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.*
>
> *The Court has considered and rejected the objection … [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator.*

Judge Thomas M. Durkin, *Vergara et al., v. Uber Technologies, Inc.* (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

> *The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Honda & Nissan) (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

> *The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED R. CIV. R. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

Judge Susan O. Hickey, *Larey v. Allstate Property and Casualty Insurance Company* (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

> *Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.*

Judge Muriel D. Hughes, *Glaske v. Independent Bank Corporation* (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

> *The Court-approved Notice Plan satisfied due process requirements … The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.*

Judge Naomi Reice Buchwald, *Orlander v. Staples, Inc.* (Dec. 13, 2017) 13-cv-00703 (S.D.N.Y.):

> *The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.*

Judge Lisa Godbey Wood, *T.A.N. v. PNI Digital Media, Inc.* (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

> *Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.*

Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation* (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla):

> *The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.* (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

> *Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).*

Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.* (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

> *Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (BMW, Mazda, Toyota, & Subaru) (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

> *[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

Judge Charles R. Breyer, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation* (May 17, 2017) MDL No. 2672 (N.D. Cal.):

> *The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (Dkt. No. 3188-2 ¶ 24.)*

Judge Rebecca Brett Nightingale, *Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.* (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

> *The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15).*

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (Apr. 13, 2017) 8:15-cv-00061 (D. Neb.):

> *The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December*

7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company et al.* (Apr. 13, 2017) 4:12-cv-00664 (N.D. Cal.):

The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.

Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).

Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc. et al.* (Dec. 14, 2016) 2:12-cv-02247 and ***Gary, LLC v. Deffenbaugh Industries, Inc. et al.*** 2:13-cv-02634 (D. Kan.):

The Court determines that the Notice Plan as implemented was reasonably calculated to provide the best notice practicable under the circumstances and contained all required information for members of the proposed Settlement Class to act to protect their interests. The Court also finds that Class Members were provided an adequate period of time to receive Notice and respond accordingly.

Judge Yvette Kane, *In re: Shop-Vac Marketing and Sales Practices Litigation* (Dec. 9, 2016) MDL No. 2380 (M.D. Pa.):

The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.

Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.* (Nov. 21, 2016) 60CV03-4661 (Ark. Cir. Ct.):

The Court finds that the Settlement Notice provided to potential members of the Class constituted the best and most practicable notice under the circumstances, thereby complying fully with due process and Rule 23 of the Arkansas Rules of Civil Procedure.

Judge Eileen Bransten, *In re: HSBC Bank USA, N.A.,* as part of *In re: Checking Account Overdraft Litigation* (Oct. 13, 2016) 650562/2011 (Sup. Ct. N.Y.):

This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.

Judge Jerome B. Simandle, *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation* (Sept. 20, 2016) MDL No. 2540 (D.N.J.):

The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (Apr. 11, 2016) 14-cv-23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the

Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

Judge Yvonne Gonzalez Rogers, ***In re: Lithium Ion Batteries Antitrust Litigation*** (Mar. 22, 2016) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.

Judge Christopher S. Sontchi, ***In re: Energy Future Holdings Corp et al.*** (July 30, 2015) 14-cv-10979 (Bankr. D. Del.):

Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Judge David C. Norton, ***In re: MI Windows and Doors Inc. Products Liability Litigation*** (July 22, 2015) MDL No. 2333, 2:12-mn-00001 (D.S.C.):

The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.

The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, ***Adkins et al. v. Nestlé Purina PetCare Company et al.*** (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, ***Steen v. Capital One, N.A.*** (May 22, 2015) 2:10-cv-01505 (E.D. La.) and 1:10-cv-22058 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.):

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.* (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

> *This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.*

Judge Edward J. Davila, *Rose v. Bank of America Corporation et al.* (Aug. 29, 2014) 5:11-cv-02390 & 5:12-cv-00400 (N.D. Cal.):

> *The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.*

Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.* (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

> *Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.*

Judge John Gleeson, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

> *The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards … The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.*

Judge Lance M. Africk, *Evans et al. v. TIN, Inc. et al.* (July 7, 2013) 2:11-cv-02067 (E.D. La.):

> *The Court finds that the dissemination of the Class Notice… as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances…; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.*

Judge Edward M. Chen, *Marolda v. Symantec Corporation* (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

> *Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out … The Court … concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.*

Judge Ann D. Montgomery, *In re: Zurn Pex Plumbing Products Liability Litigation* (Feb. 27, 2013) MDL No. 1958, 08-md-01958 (D. Minn.):

> *The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.*

*The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.* (Jan. 28, 2013) 3:10-cv-00960 (D. Ore.):

Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.

Judge Carl J. Barbier, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* *(Medical Benefits Settlement)* (Jan. 11, 2013) MDL No. 2179 (E.D. La.):

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* *(Economic and Property Damages Settlement)* (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, *Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.* (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

> *Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.*

Judge James Lawrence King, *Sachar v. Iberiabank Corporation* (Apr. 26, 2012) as part of ***In re: Checking Account Overdraft*** MDL No. 2036 (S.D. Fla):

> *The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims … [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment."…. The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.*

Judge Bobby Peters, *Vereen v. Lowe's Home Centers* (Apr. 13, 2012) SU10-cv-2267B (Ga. Super. Ct.):

> *The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.*
>
> *The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.*

Judge Lee Rosenthal, *In re: Heartland Payment Systems, Inc. Customer Data Security Breach Litigation* (Mar. 2, 2012) MDL No. 2046 (S.D. Tex.):

> *The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement … Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re: Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

> *The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate*

and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank* (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

> *The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.*

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.* (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

> *Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others … were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.*

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.* (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

> *The form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.*

Judge Ted Stewart, *Miller v. Basic Research, LLC* (Sept. 2, 2010) 2:07-cv-00871 (D. Utah):

> *Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.*

Judge Sara Loi, *Pavlov v. Continental Casualty Co.* (Oct. 7, 2009) 5:07-cv-02580 (N.D. Ohio):

> *[T]he elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).*

Judge James Robertson, *In re: Department of Veterans Affairs (VA) Data Theft Litigation* (Sept. 23, 2009) MDL No. 1796 (D.D.C.):

> *The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.*

LEGAL NOTICE CASES

Hilsoft has served as a notice expert for planning, implementation and/or analysis in the following partial list of cases:

In Re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation	N.D. Cal., No. 19-md-02913
Rogowski et al. v. State Farm Life Insurance Company et al. **(Whole Life or Universal Life Insurance)**	W.D. Mo., No. 4:22-cv-00203
Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown **(TCPA)**	W.D.N.Y., No. 1:22-cv-00309
In re: Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation	S.D. Ind., No. 3:21-cv-00007
Meier v. Prosperity Bank **(Bank Fees & Overdraft)**	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
Middleton et al. v. Liberty Mutual Personal Insurance Company et al. **(Auto Insurance Claims Sales Tax)**	S.D. Ohio, No. 1:20-cv-00668
Checchia v. Bank of America, N.A. **(Bank Fees)**	E.D. Penn., No. 2:21-cv-03585
McCullough v. True Health New Mexico, Inc. **(Data Breach)**	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al. **(Swiss Franc LIBOR-Based Derivatives)**	S.D.N.Y., No. 1:15-cv-00871
Duggan et al. v. Wings Financial Credit Union **(Bank Fees)**	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
Miller v. Bath Saver, Inc. et al. **(TCPA)**	M.D. Penn., No. 1:21-cv-01072
Chapman v. Insight Global Inc. **(Data Breach)**	M.D. Penn., No. 1:21-cv-00824
Thomsen et al. v. Morley Cos., Inc. **(Data Breach)**	E.D. Mich., No. 1:22-cv-10271
In re Scripps Health Data Incident Litigation **(Data Breach)**	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
In Re Robinhood Outage Litigation **(Trading Outage)**	N.D. Cal., No. 3:20-cv-01626
Walker v Highmark BCBSD Health **(TCPA)**	W.D. Penn., No. 20-cv-01975
Dickens et al. v. Thinx, Inc. **(Consumer Product)**	S.D.N.Y., No. 1:22-cv-04286
Service et al. v. Volkswagen Group of America et al. **(Data Breach)**	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company **(Automobile Total Loss)**	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al. **(Data Breach)**	S.D. Fla., No. 21-cv-61275
Rivera v. IH Mississippi Valley Credit Union **(Overdraft)**	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
Guthrie v. Service Federal Credit Union **(Overdraft)**	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
Opelousas General Hospital Authority. v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana **(Medical Insurance)**	27th Jud. D. Ct. La., No. 16-C-3647
Churchill et al. v. Bangor Savings Bank **(Overdraft)**	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
Brower v. Northwest Community Credit Union **(Bank Fees)**	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
Kent et al. v. Women's Health USA, Inc. et al. **(IVF Antitrust Pricing)**	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S

In re: U.S. Office of Personnel Management Data Security Breach Litigation	D.D.C., No. MDL No. 2664, 15-cv-01394
In re: fairlife Milk Products Marketing and Sales Practices Litigation **(False Labeling & Marketing)**	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
In Re: Zoom Video Communications, Inc. Privacy Litigation	N.D. Cal., No. 3:20-cv-02155
Browning et al. v. Anheuser-Busch, LLC **(False Advertising)**	W.D. Mo., No. 20-cv-00889
Callen v. Daimler AG and Mercedes-Benz USA, LLC **(Interior Trim)**	N.D. Ga., No. 1:19-cv-01411
In re: Disposable Contact Lens Antitrust Litigation **(Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)**	M.D. Fla., No. 3:15-md-02626
Ford et al. v. [24]7.ai, Inc. **(Data Breach - Best Buy Data Incident)**	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
In re Takata Airbag Class Action Settlement **- Australia Settlement** ***Louise Haselhurst v. Toyota Motor Corporation Australia Limited*** ***Kimley Whisson v. Subaru (Aust) Pty Limited*** ***Akuratiya Kularathne v. Honda Australia Pty Limited*** ***Owen Brewster v. BMW Australia Ltd*** ***Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited*** ***Camilla Coates v. Mazda Australia Pty Limited***	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) **(Smithfield Foods, Inc.)**	D. Minn., No. 0:18-cv-01776
Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. **(Biometrics)**	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
In Re: Capital One Consumer Data Security Breach Litigation	E.D. Va., MDL No. 2915, No. 1:19-md-02915
Aseltine v. Chipotle Mexican Grill, Inc. **(Food Ordering Fees)**	Cir. Ct. Cal. Alameda Cnty., No. RG21088118
In re Morgan Stanley Data Security Litigation	S.D.N.Y., No. 1:20-cv-05914
DiFlauro et al. v. Bank of America, N.A. **(Mortgage Bank Fees)**	C.D. Cal., No. 2:20-cv-05692
In re: California Pizza Kitchen Data Breach Litigation	C.D. Cal., No. 8:21-cv-01928
Breda v. Cellco Partnership d/b/a Verizon Wireless **(TCPA)**	D. Mass., No. 1:16-cv-11512
Snyder et al. v. The Urology Center of Colorado, P.C. **(Data Breach)**	2nd Dist. Ct, Cnty. of Denver Col., No. 2021CV33707
Dearing v. Magellan Health Inc. et al. **(Data Breach)**	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. **(Data Breach)**	S.D.N.Y., No. 1:20-cv-02667
In Re: Takata Airbag Products Liability Litigation **(Volkswagen)**	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
Beiswinger v. West Shore Home, LLC **(TCPA)**	M.D. Fla., No. 3:20-cv-01286
Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. **(Biometrics)**	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. **(Data Breach)**	N.D. Tex., No. 3:20-cv-03424
Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC **(Lash Boost Mascara Product)**	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628
Cochran et al. v. The Kroger Co. et al. **(Data Breach)**	N.D. Cal., No. 5:21-cv-01887

Fernandez v. Rushmore Loan Management Services LLC **(Mortgage Loan Fees)**	C.D. Cal., No. 8:21-cv-00621
Abramson v. Safe Streets USA LLC **(TCPA)**	E.D.N.C., No. 5:19-cv-00394
Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute **(Data Breach)**	M.D. Fla., No. 8:20-cv-01798
Mayo v. Affinity Plus Federal Credit Union **(Overdraft)**	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
Johnson v. Moss Bros. Auto Group, Inc. et al. **(TCPA)**	C.D. Cal., No. 5:19-cv-02456
Muransky et al. v. The Cheesecake Factory, Inc. et al. **(FACTA)**	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
Haney v. Genworth Life Ins. Co. **(Long Term Care Insurance)**	E.D. Va., No. 3:22-cv-00055
Halcom v. Genworth Life Ins. Co. **(Long Term Care Insurance)**	E.D. Va., No. 3:21-cv-00019
Mercado et al. v. Verde Energy USA, Inc. **(Variable Rate Energy)**	N.D. Ill., No. 1:18-cv-02068
Fallis et al. v. Gate City Bank **(Overdraft)**	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
Sanchez et al. v. California Public Employees' Retirement System et al. **(Long Term Care Insurance)**	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. **(Data Breach for Payment Cards)**	C.D. Cal., No. 2:18-cv-03019
Wallace v. Wells Fargo **(Overdraft Fees on Uber and Lyft One-Time Transactions)**	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
In re Turkey Antitrust Litigations **(Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs)** ***Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.***	N.D. Ill., No. 1:20-cv-02295
Coleman v. Alaska USA Federal Credit Union **(Retry Bank Fees)**	D. Alaska, No. 3:19-cv-00229
Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. **(My Little Steamer)**	E.D.N.Y., No. 1:18-cv-07124
In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) **(JBS USA Food Company, JBS USA Food Company Holdings)**	D. Minn., No. 0:18-cv-01776
Lozano v. CodeMetro Inc. **(Data Breach)**	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
Yamagata et al. v. Reckitt Benckiser LLC **(Schiff Move Free® Advanced Glucosamine Supplements)**	N.D. Cal., No. 3:17-cv-03529
Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership **(TCPA)**	M.D. Fla., No. 8:13-cv-01592
Thompson et al. v. Community Bank, N.A. **(Overdraft)**	N.D.N.Y., No. 8:19-cv-00919
Bleachtech L.L.C. v. United Parcel Service Co. **(Declared Value Shipping Fees)**	E.D. Mich., No. 2:14-cv-12719
Silveira v. M&T Bank **(Mortgage Fees)**	C.D. Cal., No. 2:19-cv-06958
In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. **(OCTA Settlement - Collection & Sharing of Personally Identifiable Information)**	C.D. Cal., No. 8:16-cv-00262
In Re: Toll Roads Litigation **(3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)**	C.D. Cal., No. 8:16-cv-00262
Pearlstone v. Wal-Mart Stores, Inc. **(Sales Tax)**	C.D. Cal., No. 4:17-cv-02856
Zanca et al. v. Epic Games, Inc. **(Fortnite or Rocket League Video Games)**	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534

In re: Flint Water Cases	E.D. Mich., No. 5:16-cv-10444
Kukorinis v. Walmart, Inc. **(Weighted Goods Pricing)**	S.D. Fla., No. 1:19-cv-20592
Grace v. Apple, Inc. **(Apple iPhone 4 and iPhone 4S Devices)**	N.D. Cal., No. 17-cv-00551
Alvarez v. Sirius XM Radio Inc.	C.D. Cal., No. 2:18-cv-08605
In re: Pre-Filled Propane Tank Antitrust Litigation	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
In re: Disposable Contact Lens Antitrust Litigation **(ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)**	M.D. Fla., No. 3:15-md-02626
Morris v. Provident Credit Union **(Overdraft)**	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
Pennington v. Tetra Tech, Inc. et al. **(Property)**	N.D. Cal., No. 3:18-cv-05330
Maldonado et al. v. Apple Inc. et al. **(Apple Care iPhone)**	N.D. Cal., No. 3:16-cv-04067
UFCW & Employers Benefit Trust v. Sutter Health et al. **(Self-Funded Payors)**	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
Fitzhenry v. Independent Home Products, LLC **(TCPA)**	D.S.C., No. 2:19-cv-02993
In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
Sager et al. v. Volkswagen Group of America, Inc. et al.	D.N.J., No. 18-cv-13556
Bautista v. Valero Marketing and Supply Company	N.D. Cal., No. 3:15-cv-05557
Richards et al. v. Chime Financial, Inc. **(Service Disruption)**	N.D. Cal., No. 4:19-cv-06864
In re: Health Insurance Innovations Securities Litigation	M.D. Fla., No. 8:17-cv-02186
Fox et al. v. Iowa Health System d.b.a. UnityPoint Health **(Data Breach)**	W.D. Wis., No. 18-cv-00327
Smith v. Costa Del Mar, Inc. **(Sunglasses Warranty)**	M.D. Fla., No. 3:18-cv-01011
Al's Discount Plumbing et al. v. Viega, LLC **(Building Products)**	M.D. Pa., No. 19-cv-00159
Rose v. The Travelers Home and Marine Insurance Company et al.	E.D. Pa., No. 19-cv-00977
Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
Garvin v. San Diego Unified Port District	Sup. Ct. Cal., No. 37-2020-00015064
Consumer Financial Protection Bureau v. Siringoringo Law Firm	C.D. Cal., No. 8:14-cv-01155
Robinson v. Nationstar Mortgage LLC	D. Md., No. 8:14-cv-03667
Drazen v. GoDaddy.com, LLC **and** ***Bennett v. GoDaddy.com, LLC (TCPA)***	S.D. Ala., No. 1:19-cv-00563
In re: Libor-Based Financial Instruments Antitrust Litigation	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
Izor v. Abacus Data Systems, Inc. **(TCPA)**	N.D. Cal., No. 19-cv-01057
Cook et al. v. South Carolina Public Service Authority et al.	Ct. of Com. Pleas. 13th Jud. Cir. S.C., No. 2019-CP-23-6675

K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals	30th Jud. Dist. Tenn., No. CH-13-04871-1
In re: Roman Catholic Diocese of Harrisburg	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
Denier et al. v. Taconic Biosciences, Inc.	Sup Ct. N.Y., No. 00255851
***Robinson v. First Hawaiian Bank* (Overdraft)**	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
Burch v. Whirlpool Corporation	W.D. Mich., No. 1:17-cv-00018
***Armon et al. v. Washington State University* (Data Breach)**	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
Wilson et al. v. Volkswagen Group of America, Inc. et al.	S.D. Fla., No. 17-cv-23033
***Prather v. Wells Fargo Bank, N.A.* (TCPA)**	N.D. Ill., No. 1:17-cv-00481
In re: Wells Fargo Collateral Protection Insurance Litigation	C.D. Cal., No. 8:17-ml-02797
Ciuffitelli et al. v. Deloitte & Touche LLP et al.	D. Ore., No. 3:16-cv-00580
Coffeng et al. v. Volkswagen Group of America, Inc.	N.D. Cal., No. 17-cv-01825
Audet et al. v. Garza et al.	D. Conn., No. 3:16-cv-00940
***In re: Disposable Contact Lens Antitrust Litigation* (CooperVision, Inc.) (Unilateral Pricing Policies)**	M.D. Fla., No. 3:15-md-02626
Hyder et al. v. Consumers County Mutual Insurance Company	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens	E.D. Tex., No. 4:19-cv-00248
In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation	D.S.C., MDL No. 2613, No. 6:15-MN-02613
Liggio v. Apple Federal Credit Union	E.D. Va., No. 1:18-cv-01059
***Garcia v. Target Corporation* (TCPA)**	D. Minn., No. 16-cv-02574
Albrecht v. Oasis Power, LLC d/b/a Oasis Energy	N.D. Ill., No. 1:18-cv-01061
McKinney-Drobnis et al. v. Massage Envy Franchising	N.D. Cal., No. 3:16-cv-06450
In re: Optical Disk Drive Products Antitrust Litigation	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens	E.D. Tex., No. 4:17-cv-00001
***In re: Kaiser Gypsum Company, Inc. et al.* (Asbestos)**	Bankr. W.D. N.C., No. 16-31602
***Kuss v. American HomePatient, Inc. et al.* (Data Breach)**	M.D. Fla., No. 8:18-cv-02348
Lusnak v. Bank of America, N.A.	C.D. Cal., No. 14-cv-01855
In re: Premera Blue Cross Customer Data Security Breach Litigation	D. Ore., MDL No. 2633, No. 3:15-md-02633
***Elder v. Hilton Worldwide Holdings, Inc.* (Hotel Stay Promotion)**	N.D. Cal., No. 16-cv-00278
***Grayson et al. v. General Electric Company* (Microwaves)**	D. Conn., No. 3:13-cv-01799

Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct. Cal., No. BC 579498
***Lashambae v. Capital One Bank, N.A.* (Overdraft)**	E.D.N.Y., No. 1:17-cv-06406
***Trujillo et al. v. Ametek, Inc. et al.* (Toxic Leak)**	S.D. Cal., No. 3:15-cv-01394
***Cox et al. v. Ametek, Inc. et al.* (Toxic Leak)**	S.D. Cal., No. 3:17-cv-00597
Pirozzi et al. v. Massage Envy Franchising, LLC	E.D. Mo., No. 4:19-cv-00807
***Lehman v. Transbay Joint Powers Authority et al.* (Millennium Tower)**	Sup. Ct. Cal., No. GCG-16-553758
In re: FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744
Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.*, as part of *In re: Checking Account Overdraft	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
Behfarin v. Pruco Life Insurance Company et al.	C.D. Cal., No. 17-cv-05290
***In re: Renovate America Finance Cases* (Tax Assessment Financing)**	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
***Nelson v. Roadrunner Transportation Systems, Inc.* (Data Breach)**	N.D. Ill., No. 1:18-cv-07400
Skochin et al. v. Genworth Life Insurance Company et al.	E.D. Va., No. 3:19-cv-00049
***Walters et al. v. Target Corp.* (Overdraft)**	S.D. Cal., No. 3:16-cv-01678
Jackson et al. v. Viking Group, Inc. et al.	D. Md., No. 8:18-cv-02356
Waldrup v. Countrywide Financial Corporation et al.	C.D. Cal., No. 2:13-cv-08833
Burrow et al. v. Forjas Taurus S.A. et al.	S.D. Fla., No. 1:16-cv-21606
Henrikson v. Samsung Electronics Canada Inc.	Ontario Super. Ct., No. 2762-16cp
In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
Rabin v. HP Canada Co. et al.	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
***Di Filippo v. The Bank of Nova Scotia et al.* (Gold Market Instrument)**	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct. of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
Adlouni v. UCLA Health Systems Auxiliary et al.	Sup. Ct. Cal., No. BC589243
Lloyd et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-01280
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
***Zaklit et al. v. Nationstar Mortgage LLC et al.* (TCPA)**	C.D. Cal., No. 5:15-cv-02190
In re: HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re: Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864

Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A.*, as part of *In re: Checking Account Overdraft	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036
***Naiman v. Total Merchant Services, Inc. et al.* (TCPA)**	N.D. Cal., No. 4:17-cv-03806
In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. of Maricopa Ariz., No. CV2016-013446
***Parsons v. Kimpton Hotel & Restaurant Group, LLC* (Data Breach)**	N.D. Cal., No. 3:16-cv-05387
Stahl v. Bank of the West	Sup. Ct. Cal., No. BC673397
37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-09924
Tashica Fulton-Green et al. v. Accolade, Inc.	E.D. Pa., No. 2:18-cv-00274
In re: Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, No. 2:15-cv-00222
Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.	S.D. Tex., No. 4:17-cv-03852
Cowen v. Lenny & Larry's Inc.	N.D. Ill., No. 1:17-cv-01530
***Martin v. Trott* (MI - Foreclosure)**	E.D. Mich., No. 2:15-cv-12838
***Knapper v. Cox Communications, Inc.* (TCPA)**	D. Ariz., No. 2:17-cv-00913
***Dipuglia v. US Coachways, Inc.* (TCPA)**	S.D. Fla., No. 1:17-cv-23006
***Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (TCPA)**	N.D. Cal., No. 3:16-cv-05486
First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.	S.D. Ill., No. 3:13-cv-00454
Raffin v. Medicredit, Inc. et al.	C.D. Cal., No. 15-cv-04912
***Gergetz v. Telenav, Inc.* (TCPA)**	N.D. Cal., No. 5:16-cv-04261
***Ajose et al. v. Interline Brands Inc.* (Plumbing Fixtures)**	M.D. Tenn., No. 3:14-cv-01707
Underwood v. Kohl's Department Stores, Inc. et al.	E.D. Pa., No. 2:15-cv-00730
Surrett et al. v. Western Culinary Institute et al.	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
***Vergara et al., v. Uber Technologies, Inc.* (TCPA)**	N.D. Ill., No. 1:15-cv-06972
Watson v. Bank of America Corporation et al.; Bancroft-Snell et al. v. Visa Canada Corporation et al.; Bakopanos v. Visa Canada Corporation et al.; Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
***In re: Takata Airbag Products Liability Litigation* (OEMs – BMW, Mazda, Subaru, and Toyota)**	S.D. Fla., MDL No. 2599
***In re: Takata Airbag Products Liability Litigation* (OEMs – Honda and Nissan)**	S.D. Fla., MDL No. 2599
***In re: Takata Airbag Products Liability Litigation* (OEM – Ford)**	S.D. Fla., MDL No. 2599
***Poseidon Concepts Corp. et al.* (Canadian Securities Litigation)**	Ct. of QB of Alberta, No. 1301-04364

***Callaway v. Mercedes-Benz USA, LLC* (Seat Heaters)**	C.D. Cal., No. 8:14-cv-02011
Hale v. State Farm Mutual Automobile Insurance Company et al.	S.D. Ill., No. 3:12-cv-00660
***Farrell v. Bank of America, N.A.* (Overdraft)**	S.D. Cal., No. 3:16-cv-00492
In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 2688, No. 16-md-02688
Wallace et al. v. Monier Lifetile LLC et al.	Sup. Ct. Cal., No. SCV-16410
In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-00940
***Pantelyat et al. v. Bank of America, N.A. et al.* (Overdraft / Uber)**	S.D.N.Y., No. 16-cv-08964
***Falco et al. v. Nissan North America, Inc. et al.* (Engine – CA & WA)**	C.D. Cal., No. 2:13-cv-00686
***Alaska Electrical Pension Fund et al. v. Bank of America N.A. et al.* (ISDAfix Instruments)**	S.D.N.Y., No. 14-cv-07126
Larson v. John Hancock Life Insurance Company (U.S.A.)	Sup. Ct. Cal., No. RG16813803
Larey v. Allstate Property and Casualty Insurance Company	W.D. Kan., No. 4:14-cv-04008
Orlander v. Staples, Inc.	S.D.N.Y., No. 13-cv-00703
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967
Gordon et al. v. Amadeus IT Group, S.A. et al.	S.D.N.Y., No. 1:15-cv-05457
Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-02311
Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.	E.D. Pa., No. 2:14-cv-04464
Mahoney v. TT of Pine Ridge, Inc.	S.D. Fla., No. 9:17-cv-80029
***Ma et al. v. Harmless Harvest Inc.* (Coconut Water)**	E.D.N.Y., No. 2:16-cv-07102
Reilly v. Chipotle Mexican Grill, Inc.	S.D. Fla., No. 1:15-cv-23425
***The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority ("PREPA")* (Bankruptcy)**	D. Puerto Rico, No. 17-cv-04780
In re: Syngenta Litigation	4th Jud. Dist. Minn., No. 27-cv-15-3785
T.A.N. v. PNI Digital Media, Inc.	S.D. Ga., No. 2:16-cv-00132
Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)	N.C. Gen. Ct. of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
McKnight et al. v. Uber Technologies, Inc. et al.	N.D. Cal., No. 14-cv-05615
***Gottlieb v. Citgo Petroleum Corporation* (TCPA)**	S.D. Fla., No. 9:16-cv-81911
***Farnham v. Caribou Coffee Company, Inc.* (TCPA)**	W.D. Wis., No. 16-cv-00295
***Jacobs et al. v. Huntington Bancshares Inc. et al.* (FirstMerit Overdraft Fees)**	Ohio C.P., No. 11CV000090
***Morton v. Greenbank* (Overdraft Fees)**	20th Jud. Dist. Tenn., No. 11-135-IV

Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al. **(Overdraft Fees)**	Dist. Ct. Okla., No. CJ-2015-00859
Klug v. Watts Regulator Company **(Product Liability)**	D. Neb., No. 8:15-cv-00061
Bias v. Wells Fargo & Company et al. **(Broker's Price Opinions)**	N.D. Cal., No. 4:12-cv-00664
Greater Chautauqua Federal Credit Union v. Kmart Corp. et al. **(Data Breach)**	N.D. Ill., No. 1:15-cv-02228
Hawkins v. First Tennessee Bank, N.A. et al. **(Overdraft Fees)**	13th Jud. Cir. Tenn., No. CT-004085-11
In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation **(Bosch Settlement)**	N.D. Cal., MDL No. 2672
In re: HSBC Bank USA, N.A.	Sup. Ct. N.Y., No. 650562/11
Glaske v. Independent Bank Corporation **(Overdraft Fees)**	Cir. Ct. Mich., No. 13-009983
MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11th Jud. Cir. Fla, No. 15-27940-CA-21
In re: Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, No. 4:13-md-02420
Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.	S.D. Fla., No. 14-cv-23120
Small v. BOKF, N.A.	D. Colo., No. 13-cv-01125
Forgione v. Webster Bank N.A. **(Overdraft Fees)**	Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S
Swift v. BancorpSouth Bank**, as part of** ***In re: Checking Account Overdraft***	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
Whitton v. Deffenbaugh Industries, Inc. et al. ***Gary, LLC v. Deffenbaugh Industries, Inc. et al.***	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-02634
In re: Citrus Canker Litigation	11th Jud. Cir., Fla., No. 03-8255 CA 13
In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D.N.J., MDL No. 2540
In re: Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.	27th Jud. D. Ct. La., No. 12-C-1599
Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.	27th Jud. D. Ct. La., No. 13-C-5380
Russell Minoru Ono v. Head Racquet Sports USA	C.D. Cal., No. 2:13-cv-04222
Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
Gattinella v. Michael Kors (USA), Inc. et al.	S.D.N.Y., No. 14-cv-05731
In re: Energy Future Holdings Corp. et al. **(Asbestos Claims Bar Notice)**	Bankr. D. Del., No. 14-10979
Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
Steen v. Capital One, N.A.**, as part of** ***In re: Checking Account Overdraft***	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
Childs et al. v. Synovus Bank et al.**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036

***In re: MI Windows and Doors Inc. Products Liability Litigation* (Building Products)**	D.S.C., MDL No. 2333
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Scharfstein v. BP West Coast Products, LLC	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., No. 1:12-cv-02871
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
***Hawthorne v. Umpqua Bank* (Overdraft Fees)**	N.D. Cal., No. 11-cv-06700
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 1:10-cv-10392
***Costello v. NBT Bank* (Overdraft Fees)**	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., MDL No. 2221, No. 11-md-2221
***Wong et al. v. Alacer Corp.* (Emergen-C)**	Sup. Ct. Cal., No. CGC-12-519221
Mello et al. v. Susquehanna Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
In re: Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill., No. 09-cv-07666
***Simpson v. Citizens Bank* (Overdraft Fees)**	E.D. Mich., No. 2:12-cv-10267
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5242-B
Simmons v. Comerica Bank, N.A.*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
***McGann et al., v. Schnuck Markets, Inc.* (Data Breach)**	Mo. Cir. Ct., No. 1322-CC00800
***Rose v. Bank of America Corporation et al.* (TCPA)**	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
***Johnson v. Community Bank, N.A. et al.* (Overdraft Fees)**	M.D. Pa., No. 3:12-cv-01405
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., No. 4:13-cv-00250
Price v. BP Products North America	N.D. Ill., No. 12-cv-06799
Yarger v. ING Bank	D. Del., No. 11-154-LPS
***Glube et al. v. Pella Corporation et al.* (Building Products)**	Ont. Super. Ct., No. CV-11-4322294-00CP
***Fontaine v. Attorney General of Canada* (Mistassini Hostels Residential Schools)**	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056
***Miner v. Philip Morris Companies, Inc. et al.* (Light Cigarettes)**	Ark. Cir. Ct., No. 60CV03-4661
Williams v. SIF Consultants of Louisiana, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5244-C
Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.	27th Jud. D. Ct. La., No. 12-C-1599-C
***Evans et al. v. TIN, Inc. et al.* (Environmental)**	E.D. La., No. 2:11-cv-02067
Casayuran v. PNC Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036

Anderson v. Compass Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Eno v. M & I Marshall & Ilsley Bank* as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Blahut v. Harris, N.A.*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
In re: Zurn Pex Plumbing Products Liability Litigation	D. Minn., MDL No. 1958, No. 08-md-1958
***Saltzman v. Pella Corporation* (Building Products)**	N.D. Ill., No. 06-cv-04481
***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Mastercard & Visa)**	E.D.N.Y., MDL No. 1720, No. 05-md-01720
RBS v. Citizens Financial Group, Inc.*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Gessele et al. v. Jack in the Box, Inc.	D. Ore., No. 3:10-cv-00960
***Vodanovich v. Boh Brothers Construction* (Hurricane Katrina Levee Breaches)**	E.D. La., No. 05-cv-04191
***Marolda v. Symantec Corporation* (Software Upgrades)**	N.D. Cal., No. 3:08-cv-05701
***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (Medical Benefits Settlement)**	E.D. La., MDL No. 2179
***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (Economic & Property Damages Settlement)**	E.D. La., MDL No. 2179
Opelousas General Hospital Authority v. FairPay Solutions	27th Jud. D. Ct. La., No. 12-C-1599-C
***Fontaine v. Attorney General of Canada* (Stirland Lake and Cristal Lake Residential Schools)**	Ont. Super. Ct., No. 00-cv-192059 CP
***Nelson v. Rabobank, N.A.* (Overdraft Fees)**	Sup. Ct. Cal., No. RIC 1101391
Case v. Bank of Oklahoma*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Harris v. Associated Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Wolfgeher v. Commerce Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
McKinley v. Great Western Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
***Lawson v. BancorpSouth* (Overdraft Fees)**	W.D. Ark., No. 1:12-cv-01016
***LaCour v. Whitney Bank* (Overdraft Fees)**	M.D. Fla., No. 8:11-cv-01896
Sachar v. Iberiabank Corporation*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
***Williams v. S.I.F. Consultants* (CorVel Corporation)**	27th Jud. D. Ct. La., No. 09-C-5244-C
***Gwiazdowski v. County of Chester* (Prisoner Strip Search)**	E.D. Pa., No. 2:08-cv-04463
***Williams v. Hammerman & Gainer, Inc.* (SIF Consultants)**	27th Jud. D. Ct. La., No. 11-C-3187-B
***Williams v. Hammerman & Gainer, Inc.* (Risk Management)**	27th Jud. D. Ct. La., No. 11-C-3187-B
***Williams v. Hammerman & Gainer, Inc.* (Hammerman)**	27th Jud. D. Ct. La., No. 11-C-3187-B
***Gunderson v. F.A. Richard & Assocs., Inc.* (First Health)**	14th Jud. D. Ct. La., No. 2004-002417

***Delandro v. County of Allegheny* (Prisoner Strip Search)**	W.D. Pa., No. 2:06-cv-00927
Mathena v. Webster Bank, N.A.*, as part of *In re: Checking Account Overdraft	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
***Vereen v. Lowe's Home Centers* (Defective Drywall)**	Ga. Super. Ct., No. SU10-cv-2267B
Trombley v. National City Bank*, as part of *In re: Checking Account Overdraft	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
***Schulte v. Fifth Third Bank* (Overdraft Fees)**	N.D. Ill., No. 1:09-cv-06655
***Satterfield v. Simon & Schuster, Inc.* (Text Messaging)**	N.D. Cal., No. 06-cv-02893
***Coyle v. Hornell Brewing Co.* (Arizona Iced Tea)**	D.N.J., No. 08-cv-02797
Holk v. Snapple Beverage Corporation	D.N.J., No. 3:07-cv-03018
In re: Heartland Data Payment System Inc. Customer Data Security Breach Litigation	S.D. Tex., MDL No. 2046
Weiner v. Snapple Beverage Corporation	S.D.N.Y., No. 07-cv-08742
***Gunderson v. F.A. Richard & Assocs., Inc.* (Cambridge)**	14th Jud. D. Ct. La., No. 2004-002417
***Miller v. Basic Research, LLC* (Weight-loss Supplement)**	D. Utah, No. 2:07-cv-00871
In re: Countrywide Customer Data Breach Litigation	W.D. Ky., MDL No. 1998
***Boone v. City of Philadelphia* (Prisoner Strip Search)**	E.D. Pa., No. 05-cv-01851
***Little v. Kia Motors America, Inc.* (Braking Systems)**	N.J. Super. Ct., No. UNN-L-0800-01
Opelousas Trust Authority v. Summit Consulting	27th Jud. D. Ct. La., No. 07-C-3737-B
***Steele v. Pergo* (Flooring Products)**	D. Ore., No. 07-cv-01493
***Pavlov v. Continental Casualty Co.* (Long Term Care Insurance)**	N.D. Ohio, No. 5:07-cv-02580
***Dolen v. ABN AMRO Bank N.V.* (Callable CD's)**	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
In re: Department of Veterans Affairs (VA) Data Theft Litigation	D.D.C., MDL No. 1796
In re: Katrina Canal Breaches Consolidated Litigation	E.D. La., No. 05-cv-04182

Hilsoft-cv-148

Attachment 2

From: Carrie Meier v. Prosperity Bank Settlement Administrator
To: [redacted]
Subject: Notice Of Pending Class Action and Proposed Settlement
Date:

Carrie Meier v. Prosperity Bank

CAUSE NO. 109569-CV

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS!

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH PROSPERITY BANK ("DEFENDANT") AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON DEBIT CARD TRANSACTIONS BETWEEN SEPTEMBER 15, 2016, AND SEPTEMBER 30, 2022, OR CERTAIN NSF FEES AND OVERDRAFT FEES ON AUTOMATIC CLEARING HOUSE (ACH) DEBITS OR CHECKS BETWEEN SEPTEMBER 15, 2016, AND SEPTEMBER 30, 2022, THEN YOU MAY BE ENTITLED TO A PAYMENT OR ACCOUNT CREDIT FROM A CLASS ACTION SETTLEMENT.

Para una notificacion en Español,
visitar MeierClassActionSettlement.com.

The District Court for the District of Brazoria, Texas has authorized this Notice; it is not a solicitation from a lawyer.

You may be a member of the Settlement Classes in *Carrie Meier v. Prosperity Bank,* District Court of Texas in Brazoria, 239th Judicial District, in which the Plaintiff alleges that Defendant, improperly assessed certain overdraft fees between September 15, 2016, and September 30, 2022, and/or NSF Fees and overdraft fees between September 15, 2016, and September 30, 2022. Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing. Defendant enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation. If you are a member of one or both of the Settlement Classes, and if the Settlement is approved, you may be entitled to receive a cash payment or account credit from the $1,600,000.00 Settlement Fund, which is allocated $992,000.00 for the APPSN Fee Class and $608,000.00 for the Multiple Fees Class.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on May 23, 2023. At that hearing, the Court

will consider whether to grant Final Approval of the Settlement, and whether to approve payment from the Settlement Fund for (1) a Service Award to the Class Representative of up to $5,000.00; (2) up to 33.33% of the Value of the Settlement for attorneys' fees; and (3) reimbursement of litigation costs to Class Counsel. If the Court grants Final Approval of the Settlement and you do not request to opt out of the Settlement, you will release your right to bring any claim covered by the Settlement. In exchange, Defendant has agreed to issue a credit to your Account or a cash payment to you if you are no longer an Accountholder.

To obtain a more detailed explanation of the Settlement terms and other important documents, including the Long-Form Notice, please visit MeierClassActionSettlement.com. Alternatively, you may call 1-866-287-0504.

If you do not want to participate in this Settlement—you do not want to receive a credit or cash payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than April 23, 2023. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you must submit an objection postmarked no later than April 23, 2023. You may learn more about the opt-out and objection procedures by visiting MeierClassActionSettlement.com or by calling 1-866-287-0504.

AI117_v04

You are subscribed to this email as [redacted]. Click here to modify your preferences or unsubscribe.

Attachment 3

Carrie Meier v. Prosperity Bank
Settlement Administrator
P.O. Box 2698
Portland, OR 97208-2698

PRESORTED
FIRST-CLASS MAIL
AUTO
U.S. POSTAGE
PAID
PORTLAND, OR
PERMIT NO. 2882

Carrie Meier v. Prosperity Bank
CAUSE NO. 109569-CV

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS!

1
1

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH PROSPERITY BANK ("DEFENDANT") AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON DEBIT CARD TRANSACTIONS BETWEEN SEPTEMBER 15, 2016, AND SEPTEMBER 30, 2022, OR CERTAIN NSF FEES AND OVERDRAFT FEES ON AUTOMATIC CLEARING HOUSE (ACH) DEBITS OR CHECKS BETWEEN SEPTEMBER 15, 2016, AND SEPTEMBER 30, 2022, THEN YOU MAY BE ENTITLED TO A PAYMENT OR ACCOUNT CREDIT FROM A CLASS ACTION SETTLEMENT.

Para una notificacion en Español, visitar MeierClassActionSettlement.com.

The District Court for the District of Brazoria, Texas, has authorized this Notice; it is not a solicitation from a lawyer.

You may be a member of the Settlement Classes in *Carrie Meier v. Prosperity Bank*, District Court of Texas in Brazoria, 239th Judicial District, in which the Plaintiff alleges that Defendant improperly assessed certain overdraft fees and/or NSF Fees and overdraft fees between September 15, 2016, and September 30, 2022. Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, and Defendant enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation. If you are a member of one or both of the Settlement Classes, and if the Settlement is approved, you may be entitled to receive a cash payment or account credit from the $1,600,000.00 Settlement Fund, which is allocated $992,000.00 for the APPSN Fee Class and $608,000.00 for the Multiple Fees Class.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on May 23, 2023. At that hearing, the Court will consider whether to grant Final Approval of the Settlement and whether to approve payment from the Settlement Fund for (1) a Service Award to the Class Representative of up to $5,000.00; (2) up to 33.33% of the Value of the Settlement for attorneys' fees; and (3) reimbursement of litigation costs to Class Counsel. If the Court grants Final Approval of the Settlement and you do not request to opt out of the Settlement, you will release your right to bring any claim covered by the Settlement. In exchange, Defendant has agreed to issue a credit to your Account or a cash payment to you if you are no longer an Accountholder.

To obtain a more detailed explanation of the Settlement terms and other important documents, including the Long-Form Notice, please visit MeierClassActionSettlement.com. Alternatively, you may call 1-866-287-0504.

*If you do not want to participate in this Settlement—you do not want to receive a credit or cash payment and do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than **April 23, 2023**. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than **April 23, 2023**. You may learn more about the opt-out and objection procedures by visiting MeierClassActionSettlement.com or by calling 1-866-287-0504.*

AI0712 v.03

Attachment 4

Carrie Meier v. Prosperity Bank

CAUSE NO. 109569-CV

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS!

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH PROSPERITY BANK ("DEFENDANT") AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON DEBIT CARD TRANSACTIONS BETWEEN SEPTEMBER 15, 2016, AND SEPTEMBER 30, 2022, OR CERTAIN NSF FEES AND OVERDRAFT FEES ON AUTOMATIC CLEARING HOUSE (ACH) DEBITS OR CHECKS BETWEEN SEPTEMBER 15, 2016, AND SEPTEMBER 30, 2022, THEN YOU MAY BE ENTITLED TO A PAYMENT OR ACCOUNT CREDIT FROM A CLASS ACTION SETTLEMENT.

Para una notificacion en Español, visitar MeierClassActionSettlement.com.

The District Court for the District of Brazoria has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you do nothing, you will receive a payment from the Settlement Fund so long as you do not opt-out of the Settlement (described in the next box).
OPT OUT FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to opt out of the Settlement. This means you choose not to participate in the Settlement. You will keep your individual claims against Defendant, but you will not receive a payment from the Settlement Fund. If you opt out of the Settlement but want to recover against Defendant, you will have to file a separate lawsuit.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the Settlement. If your objection is overruled by the Court, you may receive a payment or credit and you will not be able to sue Defendant for the claims asserted in the litigation. If the Court agrees with your objection, the Settlement may not be approved.

These rights and options—***and the deadlines to exercise them***—along with the material terms of the Settlement are explained in this Notice.

BASIC INFORMATION

1. What is the lawsuit about?

The lawsuit being settled is entitled *Carrie Meier v. Prosperity Bank*. The Action is pending in the District Court for the District of Brazoria, 239th Judicial District, Case No. 109569-CV. The case is a "class action."

That means that the Class Representative, Carrie Meier, is acting on behalf of current and former Accountholders who were purportedly improperly assessed APPSN Fees or Multiple Fees between September 15, 2016, and September 30, 2022. The Class Representative has asserted a claim for breach of contract. Defendant contends that the fees Plaintiff is complaining about were charged properly and in accordance with the terms of its deposit account agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by the Plaintiff or any Settlement Class members.

2. Why did I receive this Notice of this lawsuit?

You received this Notice because Defendant's records indicate that you were charged one or more APPSN Fees and/or Multiple Fees that are the subject of the Action. The Court directed that this Notice be sent to all Settlement Class members because each such member has a right to know about the proposed Settlement and the options available to him, her, or it before the Court decides whether to approve the Settlement.

3. Why did the Parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Class Representative's and their lawyers' job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Class Representative's lawyers, known as Class Counsel, make this recommendation to the Class Representative. The Class Representative has a duty to act in the best interests of the Settlement Class as a whole, and, in this case, it is her belief, as well as Class Counsel's opinion, that this Settlement is in the best interest of all Settlement Class members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees at issue. There is also uncertainty about whether the Class Representative's claims are subject to other defenses that might result in no or less recovery to Settlement Class members. Even if the Class Representative was to win at trial, there is no assurance that the Settlement Class members would be awarded more than the current settlement amount, and it may take years of litigation before any payments would be made. By settling, the Settlement Class Members will avoid these and other risks and the delays associated with continued litigation.

While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

If you received this Notice, then the Defendant's records indicate that you are a member of one or both of the Settlement Classes and are entitled to receive a payment or credit to your Account.

YOUR OPTIONS

5. What options do I have with respect to the Settlement?

You have three options: (1) do nothing and receive a payment or account credit according to the terms of this Settlement, (2) opt-out of the Settlement, or (3) participate in the Settlement, but object to it. Each of these options is described in a separate section below.

6. What are the critical deadlines?

There is no deadline to receive a payment or account credit. If you do nothing, you will get a payment or credit.

The deadline for sending a letter to opt-out of the Settlement is April 23, 2023.

The deadline to file an objection with the Court is also April 23, 2023.

7. How do I decide which option to choose?

If you do not like the Settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire), and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, you may want to consider opting-out.

If you believe the Settlement is unreasonable, unfair, or inadequate and the Court should reject the Settlement, you can object to the Settlement terms. The Court will decide if your objection is valid. If the Court agrees, the Settlement may not be approved and no payments will be made to you or any other member of the Settlement Class. If your objection (and any other objection) is overruled and the Settlement is approved, you may still get a payment or credit and will be bound by the Settlement.

If you want to participate in the Settlement, you don't have to do anything; you will receive a payment or credit if the Settlement is approved by the Court.

8. What has to happen for the Settlement to be approved?

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the Settlement at the Final Approval Hearing, which is currently scheduled for May 23, 2023.

<u>THE SETTLEMENT PAYMENT</u>

9. How much is the Settlement?

Defendant has agreed to create a Settlement Fund of $1,600,000.00 and to separately pay the Settlement Administration Costs.

As discussed separately below, any court-awarded Service Award and attorneys' fees and litigation costs will be paid out of the Settlement Fund. The Net Settlement Fund will be divided among all Settlement Class Members entitled to Settlement Class Member Payments based on formulas described in the Settlement Agreement.

10. How much of the Settlement Fund will be used to pay for attorneys' fees and costs?

Class Counsel will request the Court to approve payment from the Settlement Fund for attorneys' fees of no more than 33.33% of the Value of the Settlement (as defined in the Settlement Agreement) and reimbursement for litigation costs incurred in prosecuting the Action. The Court will decide the amount of the attorneys' fees and costs after application by Class Counsel which shall be made contemporaneously with the filing of the Motion for Final Approval of the Settlement.

11. How much of the Settlement Fund will be used to pay the Class Representative's Service Award?

Class Counsel will request that the Class Representative be paid a Service Award in the amount of up to $5,000.00 for her work in connection with this Action. The Service Award must be approved by the Court.

12. Who will pay the Settlement Administrator's expenses?

The Settlement Administrator's expenses will be paid separately by the Defendant. None of the fees or costs will be paid from the Settlement Fund; therefore, the payment will not reduce the amount of your payment or credit.

13. How much will my payment or credit be?

The balance of the Settlement Fund after the payment of the Service Award and attorneys' fees and costs, also known as the Net Settlement Fund, will be divided among all Settlement Class Members entitled to Settlement Class Member Payments in accordance with the formulas outlined in the Settlement Agreement for the APPSN Fee Class and Multiple Fee Class. Current Accountholders will receive a credit to their Accounts for the amount they are entitled to receive. Past Accountholders shall receive a check from the Settlement Administrator.

14. Do I have to do anything if I want to participate in the Settlement?

No. If you received this Notice, you may be entitled to receive a payment or credit for Relevant Fees without having to make a claim, unless you choose to opt-out of the Settlement.

15. When will I receive my payment or credit?

The Court will hold a Final Approval Hearing on May 23, 2023, at 10:00 am to consider whether the Settlement should be approved. If the Court approves the Settlement, payments or credits should be issued within 30 days of the Effective Date. However, if someone objects to the Settlement and the objection is sustained, there will be no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal, and it might take months or even years for the appeal to be resolved, which would delay any payment.

OPTING-OUT OF THE SETTLEMENT

16. How do I opt-out of the Settlement?

If you do not want to receive a payment or credit, and if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, you must opt-out of the Settlement.

To opt-out, you **must** send a letter to the Settlement Administrator stating that you want to be excluded. Your letter can simply say, "I hereby elect to be excluded from the Settlement in the *Carrie Meier v. Prosperity Bank* class action." Be sure to include your name, the last four digits of your former account number(s), your address, your telephone number, and your email address. Your opt-out request must be postmarked by April 23, 2023, and sent to the following address:

Carrie Meier v. Prosperity Bank
Settlement Administrator
P.O. Box 2698
Portland, OR 97208-2698

17. What happens if I opt-out of the Settlement?

If you opt-out of the Settlement, you will preserve and not give up any of your rights to sue the Defendant for the claims alleged in the Action. However, you will not be entitled to receive a payment from the Settlement.

OBJECTING TO THE SETTLEMENT

18. How do I notify the Court that I do not like the Settlement?

You can object to the Settlement or any part of it that you do not like **IF** you do not opt-out of the Settlement. (Settlement Class members who opt-out from the Settlement have no right to object to how other Settlement Class members are treated.) To object, you **must** send a written document by mail or private courier (e.g., FedEx) to the Clerk of Court, Settlement Administrator, Class Counsel, and Defendant's Counsel at the addresses below. Your objection must include the following information:

a. The name of the Action;

b. The objector's full name, mailing address, telephone number, and email address (if any);

c. All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

e. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

f. The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

g. Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. The identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

i. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. The objector's signature (an attorney's signature is not sufficient).

All objections must be postmarked no later than April 23, 2023, and must be mailed to the Clerk of the Court, Settlement Administrator, Class Counsel, and Defendant's Counsel as follows:

CLERK OF COURT	SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of the District Court for the District of Brazoria 111 E. Locust St, Angleton, TX 77515	Carrie Meier v. Prosperity Bank Settlement Administrator P.O. Box 2698 Portland, OR 97208-2698	Jeff Ostrow Jonathan M. Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301 *and* Jeffrey D. Kaliel Kaliel Gold PLLC 1100 15th Street NW 4th Floor Washington, DC 20005	Nancy McEvily Davis Bracewell LLP 711 Louisiana Street Suite 2300 Houston, TX 77002

19. What is the difference between objecting and requesting to opt-out of the Settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Class and asking the Court to reject it. You can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you are entitled to a payment or credit if the Settlement is approved, but you will release claims you might have against Defendant. Opting-out is telling the Court that you do not want to be part of the Settlement and do not want to receive a payment or credit or release claims you might have against Defendant for the claims alleged in this lawsuit.

20. What happens if I object to the Settlement?

If the Court sustains your objection, or the objection of any other member of the Settlement Class, there will be no Settlement. If you object, but the Court overrules your objection and any other objection(s), you will be part of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 10:00 am on May 23, 2023, at the District Court Courthouse for the District Court for Brazoria, Texas, which is located at 111 E. Locust St, Angleton, TX 77515. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much of a Service Award to award the Class Representative and Class Counsel for attorneys' fees and litigation costs. The hearing may be virtual, in which case the instructions to participate shall be posted on the Settlement Website at MeierClassActionSettlement.com.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, you may want to attend.

23. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 18, above, the statement "I hereby give notice that I intend to appear at the Final Approval Hearing."

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this Notice as "Class Counsel" will represent you and the other Settlement Class Members.

25. Do I have to pay the lawyers for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

26. Who determines what the attorneys' fees will be?

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for attorneys' fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application in the Motion for Final Approval at the website established by the Settlement Administrator.

GETTING MORE INFORMATION

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be obtained online at MeierClassActionSettlement.com or by calling 1-866-287-0504.

For additional information about the Settlement, to obtain copies of the Settlement Agreement, and/or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

Carrie Meier v. Prosperity Bank
Settlement Administrator
P.O. Box 2698
Portland, OR 97208-2698

For more information, you can also contact the Class Counsel as follows:

Jeff Ostrow
Jonathan M. Streisfeld
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd.
Suite 500
Fort Lauderdale, FL 33301
Phone: 1-954-525-4100
Fax: 1-954-525-4300
ostrow@kolawyers.com
streisfeld@kolawyers.com

and

Jeffrey D. Kaliel
Kaliel Gold PLLC
1100 15th Street NW
4th Floor
Washington, DC 20005
Phone: 1-202-350-4783
jkaliel@kalielpllc.com

PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.

Attachment 5

Carrie Meier v. Prosperity Bank

CASO N.º 109569-CV

AVISO DE DEMANDA COLECTIVA EN TRÁMITE Y ACUERDO DE CONCILIACIÓN PROPUESTO

LEA ESTE AVISO DE FORMA COMPLETA Y MINUCIOSAMENTE; EL ACUERDO DE CONCILIACIÓN PROPUESTO PUEDE AFECTAR SUS DERECHOS.

SI TIENE O TENÍA UNA CUENTA CORRIENTE CON PROSPERITY BANK ("DEMANDADO") Y SE LE COBRARON CIERTOS CARGOS POR SOBREGIRO EN TRANSACCIONES CON TARJETA DE DÉBITO ENTRE EL 15 DE SEPTIEMBRE DE 2016 Y EL 30 DE SEPTIEMBRE DE 2022, O CIERTOS CARGOS POR FONDOS INSUFICIENTES (NSF) Y CARGOS POR SOBREGIRO EN DÉBITOS O CHEQUES DE LA CÁMARA DE COMPENSACIÓN AUTOMATIZADA (AUTOMATED CLEARING HOUSE, ACH) ENTRE EL 15 DE SEPTIEMBRE DE 2016 Y EL 30 DE SEPTIEMBRE DE 2022, ENTONCES PUEDE TENER DERECHO A UN PAGO O CRÉDITO EN LA CUENTA POR UN ACUERDO DE CONCILIACIÓN DE UNA DEMANDA COLECTIVA.

Para una notificación en español, visite MeierClassActionSettlement.com.

El Tribunal de Distrito del Distrito de Brazoria ha autorizado este Aviso; no es una solicitud de un abogado.

RESUMEN DE SUS OPCIONES Y DEL EFECTO LEGAL DE CADA OPCIÓN	
NO HACER NADA	Si no hace nada, recibirá un pago del Fondo del Acuerdo de Conciliación siempre que no se excluya del Acuerdo de Conciliación (descrito en el siguiente cuadro).
EXCLUIRSE DEL ACUERDO DE CONCILIACIÓN; NO RECIBIR PAGO, PERO NO RENUNCIAR AL DERECHO DE REALIZAR RECLAMACIONES	Puede excluirse del Acuerdo de conciliación. Esto significa que usted decide no participar en la Conciliación. Conservará sus reclamaciones individuales contra el Demandado, pero no recibirá un pago del Fondo del Acuerdo de Conciliación. Si se excluye del Acuerdo de Conciliación, pero quiere resarcirse por los daños del Demandado, tendrá que presentar una demanda por separado.
OBJETAR LA CONCILIACIÓN	Usted puede presentar una objeción ante el Tribunal para explicar el motivo por el que cree que el Tribunal debería rechazar la Conciliación. Si su objeción es desestimada por el Tribunal, usted podría recibir un pago o crédito y no podrá demandar al Demandado por las reclamaciones presentadas en este litigio. Si el Tribunal está de acuerdo con su objeción, es posible que no se apruebe el Acuerdo de Conciliación.

Estos derechos y estas opciones, ***y las fechas límite para ejercerlos***, se explican en este Aviso, junto con los términos materiales de la Conciliación.

INFORMACIÓN BÁSICA

1. ¿De qué trata la demanda?

La demanda que se pretende resolver tiene el título *Carrie Meier v. Prosperity Bank*. La Demanda está pendiente en el Tribunal de Distrito para el Distrito de Brazoria, distrito judicial 239.º, caso N.º 109569-CV. El caso es una "demanda colectiva".

Esto significa que la Representante del Grupo de Demandantes, Carrie Meier, actúa en nombre de los Titulares de Cuenta actuales y anteriores a los que supuestamente se aplicaron incorrectamente Cargos de APPSN o Cargos Múltiples entre el 15 de septiembre de 2016 y el 30 de septiembre de 2022. La Representante del Grupo Demandantes ha presentado una reclamación por incumplimiento de contrato. El Demandado sostiene que los cargos por los que se queja el Demandante se cobraron correctamente y de acuerdo con los términos de sus acuerdos de la cuenta corriente y la ley aplicable. Por lo tanto, el Demandado niega que sus prácticas den lugar a reclamaciones por daños y perjuicios por parte del Demandante o cualquier miembro del Grupo de Demandantes.

2. ¿Por qué recibí este Aviso de esta demanda?

Recibió este Aviso porque los registros del Demandado indican que a usted se le cobraron uno o más Cargos de APPSN o Cargos Múltiples que son el objeto de esta Demanda. El Tribunal ordenó que se enviara este Aviso a

todos los miembros del Grupo de Demandantes porque cada uno de ellos tiene derecho a conocer la propuesta del Acuerdo de Conciliación y las opciones que tiene disponibles antes de que el Tribunal decida si aprueba o no el Acuerdo de Conciliación.

3. ¿Por qué las partes llegaron a un acuerdo conciliatorio?

En toda demanda, existen riesgos y posibles beneficios que conlleva el juicio si no se llega a un acuerdo en una etapa anterior. El trabajo del Representante del Grupo de Demandantes y de sus abogados es identificar cuándo una propuesta de conciliación es lo suficientemente buena como para justificar la recomendación de llegar a un acuerdo para resolver el caso, en lugar de continuar con el juicio. En una demanda colectiva, los abogados del Representante del Grupo de Demandantes, conocidos como Abogados del Grupo de Demandantes, hacen esta recomendación al Representante del Grupo del Demandantes. El Representante del Grupo de Demandantes tiene el deber de actuar en favor de los intereses del Grupo de Demandantes en su conjunto y, en este caso, su opinión y la opinión de los Abogados del Grupo de Demandantes es que este Acuerdo de Conciliación es lo más conveniente para todos los miembros del Grupo de Demandantes del Acuerdo de Conciliación.

Existe incertidumbre legal acerca de si un juez o un jurado entenderán que el Demandado estaba contractual y legalmente obligado a no aplicar los cargos en cuestión. También existe incertidumbre acerca de si las reclamaciones de la Representante del Grupo de Demandantes pueden ser objeto de otras justificaciones que podrían dar lugar a ninguna compensación o una compensación menor para los miembros del Grupo de Demandantes de la Conciliación. Aunque la Representante del Grupo de Demandantes ganase el juicio, no existe garantía de que se adjudique a los Miembros del Grupo de Demandantes del Acuerdo de Conciliación un monto superior al monto del Acuerdo de Conciliación actual, y el litigio podría llevar años antes de que se realice cualquier pago. Al llegar a un acuerdo, los Miembros del Grupo de Demandantes de la Conciliación evitarán estos y otros riesgos, y las demoras asociadas a la continuación del litigio.

Si bien el Demandado niega las acusaciones realizadas en la demanda y niega cualquier responsabilidad o delito, celebra la Conciliación únicamente para evitar los gastos, los inconvenientes y la distracción de continuar con la tramitación del litigio.

¿QUIÉNES PARTICIPAN EN LA CONCILIACIÓN?

4. ¿Cómo sé si formo parte de la Conciliación?

Si usted recibió este Aviso, los registros del Demandado indican que usted es miembro de uno o ambos Grupos de Demandantes y que tiene derecho a recibir un pago o crédito en su Cuenta.

SUS OPCIONES

5. ¿Qué opciones tengo con respecto a la Conciliación?

Tiene tres opciones: (1) no hacer nada y recibir un pago o un crédito en la cuenta de acuerdo con los términos de este Acuerdo de Conciliación, (2) excluirse del Acuerdo de Conciliación, o (3) participar del Acuerdo de Conciliación, pero objetarlo. Cada una de estas opciones se describe en una sección aparte a continuación.

6. ¿Cuáles son las fechas límite críticas?

No hay fecha límite para recibir un pago o crédito en la cuenta. Si no hace nada, usted recibirá un pago o crédito.

La fecha límite para enviar una carta para excluirse del Acuerdo de Conciliación es el 23 de abril de 2023.

La fecha límite para presentar una objeción ante el Tribunal también es el 23 de abril de 2023.

7. ¿Cómo decido qué opción elegir?

Si usted no está conforme con el Acuerdo de Conciliación y cree que podría recibir más dinero presentando sus reclamaciones por cuenta propia (con o sin un abogado que podría contratar), y se siente cómodo con el riesgo de que pueda perder el caso o recibir menos de lo que recibiría en este Acuerdo de Conciliación, entonces debe evaluar la posibilidad de excluirse.

Si usted cree que la Conciliación es irrazonable, injusta o inadecuada, y que el Tribunal debería rechazarla, puede objetar los términos de la Conciliación. El Tribunal decidirá si su objeción es válida. Si el Tribunal está de acuerdo,

es posible que el Acuerdo de Conciliación no sea aprobado y no se realizará ningún pago ni a usted ni a ningún otro miembro del Grupo de Demandantes del Acuerdo de Conciliación. Si su objeción (y cualquier otra objeción) es desestimada y se aprueba el Acuerdo de Conciliación, usted todavía puede obtener un pago o crédito, y usted quedará sujeto al Acuerdo de Conciliación.

Si usted desea participar en el Acuerdo de Conciliación, entonces no tiene que hacer nada; se le enviará un pago o crédito si el Tribunal aprueba el Acuerdo de Conciliación.

8. ¿Qué debe suceder para que se apruebe la Conciliación?

El Tribunal tiene que decidir que la Conciliación es justa, razonable y adecuada antes de aprobarla. El Tribunal ya ha decidido otorgar la Aprobación Preliminar de la Conciliación, razón por la cual usted recibió un Aviso. El Tribunal tomará una decisión definitiva con respecto al Acuerdo de Conciliación en una Audiencia de Aprobación Definitiva que actualmente está programada para el 23 de mayo de 2023.

PAGO DE LA CONCILIACIÓN

9. ¿Cuál es el monto de la Conciliación?

El Demandado acordó crear un Fondo del Acuerdo de Conciliación de $1,600,000.00 y pagar por separado los Costos de Administración del Acuerdo de Conciliación.

Como se analiza por separado a continuación, cualquier Pago por Servicios adjudicado por un Tribunal y los honorarios de abogados y costas legales se pagarán del Fondo del Acuerdo de Conciliación. El Fondo Neto de la Conciliación se dividirá entre todos los Miembros del Grupo de Demandantes de la Conciliación con derecho a recibir Pagos de Miembros del Grupo de Demandantes de la Conciliación con base en las fórmulas descritas en el Acuerdo de Conciliación.

10. ¿Qué cantidad del Fondo de la Conciliación se utilizará para pagar los costos y honorarios de abogados?

Los Abogados del Grupo de Demandantes solicitarán al Tribunal que apruebe el pago desde Fondo del Acuerdo de Conciliación para los honorarios de abogados por un monto no mayor al 33.33% del Valor del Acuerdo de Conciliación (según se define en el Convenio del Acuerdo de Conciliación) y el reembolso de las costas legales incurridos en el procesamiento de la Demanda. El Tribunal decidirá el importe de los honorarios y costas legales tras la solicitud de los Abogados del Grupo de Demandantes, que se realizará simultáneamente con la presentación de la Moción de Aprobación Definitiva del Acuerdo de Conciliación.

11. ¿Qué cantidad del Fondo del Acuerdo de Conciliación se utilizará para pagar el Pago por Servicios de la Representante del Grupo de Demandantes?

Los Abogados del Grupo de Demandantes solicitarán que se le pague a la Representante del Grupo de Demandantes un Pago por Servicios por el monto de hasta $5,000.00 por su trabajo en relación con esta Demanda. El Pago por Servicios debe ser aprobado por el Tribunal.

12. ¿Quién pagará los gastos del Administrador del Acuerdo de Conciliación?

Los gastos del Administrador del Acuerdo de Conciliación serán pagados por separado por el Demandado. Ninguno de los cargos o costas se pagará del Fondo del Acuerdo de Conciliación; por lo tanto, el pago no reducirá el monto de su pago o crédito.

13. ¿A cuánto ascenderá mi pago o crédito?

El saldo del Fondo del Acuerdo de Conciliación después del Pago por Servicios y los honorarios y costas legales, también conocido como Fondo Neto del Acuerdo de Conciliación, se dividirá entre todos los Miembros del Grupo de Demandantes con derecho a Pagos para los Miembros del Grupo de Demandantes de acuerdo con las fórmulas descritas en el Acuerdo de Conciliación para los Cargos APPSN y los Cargos Múltiples de la Demanda. Los actuales titulares de las cuentas recibirán un crédito en sus Cuentas por el monto que tienen derecho a recibir. Los antiguos titulares de las cuentas recibirán un cheque del Administrador del Acuerdo de Conciliación.

14. Si quiero participar en la Conciliación, ¿debo hacer algo?

No. Si recibió este Aviso, puede tener derecho a recibir un pago o crédito por los cargos correspondientes sin tener que presentar una reclamación, a menos que opte por no participar en el Acuerdo de Conciliación.

15. ¿Cuándo recibiré mi pago o crédito?

El Tribunal celebrará una Audiencia de Aprobación Definitiva el 23 de mayo de 2023 a las 10:00 a.m. para decidir si aprobará o no el Acuerdo de Conciliación. Si el Tribunal aprueba el Acuerdo de Conciliación, entonces los pagos o créditos se emitirán en un plazo de 30 días después de la Fecha de entrada en vigor. Sin embargo, si alguien objeta el Acuerdo de Conciliación y se da lugar a la objeción, entonces es posible que no haya Acuerdo de Conciliación. Incluso si todas las objeciones son desestimadas y el Tribunal aprueba el Acuerdo de Conciliación, un objetor podría apelar y podría llevar meses o incluso años resolver la apelación, lo que retrasaría cualquier pago.

EXCLUIRSE DEL ACUERDO DE CONCILIACIÓN

16. ¿Cómo excluirse del Acuerdo de Conciliación?

Si no desea recibir un pago o crédito, y si desea conservar cualquier derecho que pueda tener para demandar al Demandado por las reclamaciones alegadas en esta demanda, debe excluirse del Acuerdo de Conciliación.

Para excluirse, usted **debe** enviar una carta al Administrador del Acuerdo de Conciliación en la que se indique que desea ser excluido. Su carta simplemente puede decir: "Por la presente, elijo ser excluido del Acuerdo de Conciliación en la Demanda Colectiva *Carrie Meier v. Prosperity Bank*". Asegúrese de incluir su nombre, los últimos cuatro dígitos de su(s) número(s) de su antigua cuenta, su dirección, su número de teléfono y su dirección de correo electrónico. Su solicitud de exclusión debe tener fecha de franqueo postal a más tardar el 23 de abril de 2023, y enviarse a la siguiente dirección:

Carrie Meier v. Prosperity Bank
Settlement Administrator
P.O. Box 2698
Portland, OR 97208-2698

17. ¿Qué sucede si me excluyo del Acuerdo de Conciliación?

Si opta por excluirse del Acuerdo de Conciliación, usted conservará y no renunciará a ninguno de sus derechos de demandar al Demandado por las reclamaciones alegadas en esta Demanda. No obstante, usted no tendrá derecho a recibir un pago de la Conciliación.

OBJETAR LA CONCILIACIÓN

18. ¿Cómo le informo al Tribunal que no estoy conforme con la Conciliación?

Usted puede objetar el Acuerdo de Conciliación o cualquier parte de este con la que no esté conforme **SI** no se excluye del Acuerdo de Conciliación. (Los miembros del Grupo de Demandantes que se excluyan del Acuerdo de Conciliación no tienen derecho a objetar cómo se trata a los otros Miembros del Grupo de Demandantes del Acuerdo de Conciliación). Para objetar, usted **debe** enviar un documento por escrito por correo postal o servicio de mensajería privado (p. ej., FedEx) al Secretario del Tribunal, al Administrador de la Conciliación, al Abogado del Grupo de Demandantes y al Abogado del Demandado a las direcciones que se indican a continuación. Su objeción debe incluir la siguiente información:

a. el nombre de la Demanda;

b. el nombre completo, la dirección, el número de teléfono y la dirección de correo electrónico (si la hubiera) del objetante;

c. todos los motivos de la objeción, acompañados por cualquier soporte jurídico para la objeción conocido por el objetor o su abogado;

d. la cantidad de veces en las que el objetor ha objetado un Acuerdo de Conciliación en una Demanda Colectiva dentro de los cinco años anteriores a la fecha en la que el objetor presenta la objeción, el encabezado de cada caso en el que el objetor haya hecho dicha objeción y una copia de cualquier orden relacionada o del dictamen respecto de las objeciones previas del objetor que hubiesen sido expedidos por los tribunales de primera instancia y de apelación en cada caso enumerado;

e. La identidad de todos los asesores letrados que representan al objetante, incluido cualquier asesor anterior o actual que pueda tener derecho a una compensación por cualquier motivo relacionado con la objeción a la Conciliación o solicitud de honorarios;

f. la cantidad de veces en las que el abogado o el bufete de abogados del objetor objetó un acuerdo de conciliación en una demanda colectiva dentro de los cinco años anteriores a la fecha en la que esta persona presenta la objeción, el encabezado de cada caso en el que el abogado o el bufete de abogados hubiese hecho dicha objeción y una copia de toda orden relacionada o dictamen que se pronuncie respecto de tales objeciones previas del abogado o bufete de abogados que hubiesen expedido los tribunales de primera instancia y de apelación en cada caso enumerado en los que el abogado o bufete de abogados del objetor hubiese objetado un acuerdo de conciliación de demanda colectiva dentro de los cinco años anteriores;

g. Cualesquiera y todos los acuerdos que se relacionan con la objeción o el proceso de objeción, ya sean por escrito o verbalmente, entre el objetante o su abogado y cualquiera otra persona o entidad;

h. la identidad de todos los abogados (si los hubiere) que representan al objetor y que comparecerán en la Audiencia de Aprobación Definitiva;

i. una lista de todas las personas que serán convocadas para testificar en la Audiencia de aprobación definitiva para respaldar la objeción (si las hubiera);

j. una declaración que confirme si el objetante tiene la intención de comparecer personalmente o de testificar en la Audiencia de Aprobación Definitiva; y

k. la firma del objetante (la firma de un abogado no es suficiente).

Todas las objeciones deben tener franqueo postal a más tardar el 23 de abril de 2023 y deben enviarse por correo al Secretario del Tribunal, al Administrador del Acuerdo de Conciliación, al Abogados del Grupo de Demandantes y al Abogado del Demandado de la siguiente manera:

SECRETARIO DEL TRIBUNAL	ADMINISTRADOR DE LA CONCILIACIÓN	ABOGADOS DEL GRUPO DE DEMANDANTES	ABOGADO DEL DEMANDADO
Clerk of the District Court for the District of Brazoria 111 E. Locust St, Angleton, TX 77515	Carrie Meier v. Prosperity Bank Settlement Administrator P.O. Box 2698 Portland, OR 97208-2698	Jeff Ostrow Jonathan M. Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301 *y* Jeffrey D. Kaliel Kaliel Gold PLLC 1100 15th Street NW 4th Floor Washington, DC 20005	Nancy McEvily Davis Bracewell LLP 711 Louisiana Street Suite 2300 Houston, TX 77002

19. ¿Cuál es la diferencia entre objetar y excluirse del Acuerdo de Conciliación?

Objetar es decirle al Tribunal que usted no cree que el Acuerdo de Conciliación sea justo, razonable y adecuado para el Grupo de Demandantes del Acuerdo de Conciliación, y pedirle al Tribunal que lo rechace. Usted puede presentar objeciones únicamente si no se excluyó del Acuerdo de Conciliación. Si usted objeta el Acuerdo de Conciliación y no se excluye, entonces tiene derecho a un pago o crédito si se aprueba el Acuerdo de Conciliación, pero liberará las reclamaciones que pueda tener contra el Demandado. Excluirse es decirle al Tribunal que no desea ser parte del Acuerdo de Conciliación y no desea recibir un pago o crédito o liberar las reclamaciones que pueda tener contra el Demandado por las reclamaciones alegadas en esta demanda.

20. ¿Qué sucede si objeto la Conciliación?

Si el Tribunal da lugar a su objeción, o la objeción de cualquier otro miembro del Grupo de Demandantes, entonces no habrá Acuerdo de Conciliación. Si usted objeta, pero el Tribunal rechaza su objeción y cualquier otra objeción, entonces usted será parte del Acuerdo de Conciliación.

AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

21. ¿Cuándo y dónde decidirá el Tribunal si aprueba la Conciliación?

El Tribunal celebrará una Audiencia de Aprobación Definitiva a las 10:00 a.m. del 23 de mayo de 2023, en el Tribunal de Distrito para el Tribunal de Distrito de Brazoria, Texas, ubicado en 111 E. Locust St, Angleton, TX 77515. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. Si existen objeciones, el Tribunal las evaluará. El Tribunal también puede decidir cuánto de un Pago por Servicios otorgar a la Representante del Grupo de Demandantes y a los Abogados del Grupo de Demandantes por los honorarios de los abogados y las costas legales. La audiencia puede ser virtual, en cuyo caso las instrucciones para participar se publicarán en el sitio web del Acuerdo de Conciliación en MeierClassActionSettlement.com.

22. ¿Debo asistir a la audiencia?

No. Los Abogados del Grupo de Demandantes responderán todas las preguntas que el Tribunal pueda tener. Usted puede asistir si lo desea. Si ha presentado una objeción, probablemente desee asistir.

23. ¿Puedo hablar en la audiencia?

Si usted presentó una objeción, podrá solicitar al Tribunal permiso para hablar en la Audiencia de Aprobación Definitiva. Para hacerlo, debe incluir, junto con su objeción descrita en la pregunta 18 anterior, una declaración que diga: “Por la presente, informo que deseo comparecer en la Audiencia de Aprobación Definitiva”.

LOS ABOGADOS QUE LO REPRESENTAN

24. ¿Tengo un abogado en este caso?

El Tribunal nombró a los abogados y a los bufetes de abogados mencionados en este Aviso como “Abogados del Grupo de Demandantes” para que lo representen a usted y a los demás Miembros del Grupo de Demandantes de la Conciliación.

25. ¿Tengo que pagarles a los abogados por lograr este resultado?

No. Los Abogados del Grupo de Demandantes recibirán el pago directamente del Fondo de la Conciliación.

26. ¿Qué sucede si objeto la Conciliación?

Se le pedirá al Tribunal que apruebe el monto de los honorarios de abogados en la Audiencia de Aprobación Definitiva. Los Abogados del Grupo de Demandantes presentarán una solicitud de honorarios de abogados y costos, y especificarán el monto que solicitan, conforme lo indicado anteriormente. Puede revisar una copia física de la solicitud de honorarios en la Moción de Aprobación Definitiva en el sitio web establecido por el Administrador del Acuerdo de Conciliación.

CÓMO OBTENER MÁS INFORMACIÓN

Este Aviso es solo un resumen de la Conciliación propuesta. Encontrará más detalles en el Acuerdo de Conciliación, que puede obtener en línea en MeierClassActionSettlement.com o llamando al 1-866-287-0504.

Para obtener información adicional o copias del Acuerdo de Conciliación, o para cambiar su dirección con el fin de recibir un pago, usted debe comunicarse con el Administrador del Acuerdo de Conciliación en la siguiente dirección:

Carrie Meier v. Prosperity Bank
Settlement Administrator
P.O. Box 2698
Portland, OR 97208-2698

Para obtener más información, también puede comunicarse con los
Abogados del Grupo de Demandantes a la siguiente dirección:

Jeff Ostrow
Jonathan M. Streisfeld
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd.
Suite 500
Fort Lauderdale, FL 33301
Teléfono: 1-954-525-4100
Fax: 1-954-525-4300
ostrow@kolawyers.com
streisfeld@kolawyers.com

y

Jeffrey D. Kaliel
Kaliel Gold PLLC
1100 15th Street NW
4th Floor
Washington, DC 20005
Teléfono: 1-202-350-4783
jkaliel@kalielpllc.com

NO SE COMUNIQUE CON EL TRIBUNAL NI CON NINGÚN REPRESENTANTE DEL DEMANDADO EN RELACIÓN CON ESTE AVISO O LA CONCILIACIÓN.

EXHIBIT F

CAUSE NO. 109569-CV

CARRIE MEIER, on behalf of herself and all persons similarly situated,	IN THE DISTRICT COURT
Plaintiff,	BRAZORIA, TEXAS
v.	
PROSPERITY BANK,	239TH JUDICIAL DISTRICT
Defendant.	

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING SETTLEMENT CLASSES, AND AWARDING ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

WHEREAS, Plaintiff, on behalf of herself and the Settlement Classes, has filed a Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Award ("Motion") seeking an order, pursuant to Texas Rule of Civil Procedure 42(e), finally approving the Settlement Agreement[1] and awarding attorneys' fees, costs, and a Service Award. The Court having reviewed the Agreement and the Final Approval Hearing having been held on May 23, 2023, at 10:00 a.m., before the Honorable Greg Hill of the 239th Judicial District Court in for Brazoria, Texas, located at 111 E. Locust Street, Angleton, Texas 77515, during which it considered whether: (a) the Settlement should be approved as fair, reasonable, and adequate to the Settlement Classes; (b) the Final Approval Order should be entered in substance materially the same as the Final Approval Order submitted by the Parties with the Motion for Final Approval; and (c) to approve Class Counsel's application for attorneys' fees and costs, and for a Service Award for the Class Representative, and Defendant's separate payment of Settlement

[1] All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, filed with this Court and attached to the Motion as *Exhibit A*.

Administration Costs.

WHEREAS, accordingly, pursuant to Texas Rule of Civil Procedure 42(e),the Court hereby finally approves, in all respects, the proposed Settlement and finds that the Agreement (including the Releases) and the plan for distributing the Settlement Fund are in all respects fair, reasonable, and adequate, and are in the best interests of the Settlement Classes. The Court therefore directs the Parties to implement all aspects of the Settlement triggered by such Final Approval.

WHEREAS, this Final Approval Order incorporates the Agreement and its exhibits.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows**:**

Texas Rule of Civil Procedure 42's Criteria Final Approval Are All Met

The Court finds that the Agreement resulted from extensive arm's-length negotiations with the assistance of a neutral mediator after the Parties' counsel had investigated the claims, litigated them, and became familiar with the strengths and weaknesses of those claims. The Settlement appears not to be collusive, has no obvious defects, and is sufficiently fair, reasonable, and adequate for the members of the Settlement Classes.

Under Rule 42(e), the trial court is charged with the responsibility of determining that the settlement is fair, adequate, and reasonable. *Ball v. Farm Home Sav. Ass'n*, 747 S.W.2d 420, 423 (Tex.App. — Fort Worth 1988, writ denied). Court approval of class action settlements is guided by "the strong judicial policy favoring the resolution of disputes through settlement." *Hall v. Pedernales Elec. Co-op., Inc*., 278 S.W.3d 536, 549 (Tex. App.—Austin 2009, no pet.).

Texas Rule of Civil Procedure 42 sets forth the prerequisites to class certification. "Because Rule 42 is patterned after Federal Rule of Civil Procedure 23, federal decisions and authorities interpreting current federal class action requirements are instructive." *Riemer v. State*, 392 S.W.3d 635, 639 (Tex. 2012); *see* Tex. R. Civ. P. 42. Approval of a settlement in a class action, including

the determination of whether it is fair and equitable, is left to the sound discretion of the trial court." *Gen. Motors Corp. v. Bloyed*, 916 S.W.2d 949, 955 (Tex. 1996).

To guide a court's decision on whether to finally approve a settlement, the Texas Supreme Court listed the following factors in *Bloyed*, known as the *Ball* factors, that trial courts should consider: (1) whether the settlement was negotiated at arm's length or was a product of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings, including the status of discovery; (4) the factual and legal obstacles that could prevent the plaintiffs from prevailing on the merits; (5) the possible range of recovery and the certainty of damages; (6) the respective opinions of the participants, including class counsel, Class Representative, and the absent class members. *Bloyed*, 916 S.W.2d at 955 (citing *Ball*).

This proposed Settlement meets all these criteria for Final Approval.

1. Ball Factor 1: The Settlement Was Negotiated at Arm's Length.

Regarding *Ball* factor 1, whether the settlement was negotiated at arm's length by experienced counsel, not only was it negotiated at arm's length by experienced counsel and not the product of collusion, but it also is the result of an all-day arm's length mediation with the Honorable Caroline Baker (Ret.), a well-respected mediator.

2. Ball Factor 2: The Complexity, Expense, and Likely Duration of the Case

Regarding *Ball* factor 2, the complexity, expense, and likely duration of the case, this is an extremely complex case, not only being a consumer class action, but one involving the intersection of class action law with the laws governing financial institutions as well as contract interpretation law. It is likely it could have lasted years, and possibly even longer with appeals, with one already having been filed because the Court granted summary judgment dismissing the claims for both APPSN Fees and Multiple Fees. If that appeal went forward and resulted, and the case proceeded

to a motion for class certification and trial, considerable time and resources would be expended, and the litigation costs alone would have been hundreds of thousands of dollars.

3. Ball Factor 3: The Status of Proceedings and State of Discovery

Regarding *Ball* factor 3, the stage of proceedings and status of discovery, prior to the mediation in this matter, there was significant written discovery which produced hundreds of pages of documents as well as the exchange of critical account information and data related to damages. Class Counsel retained Arthur Olsen, a well-respected data expert in bank fee litigation, to cooperatively work with Defendant to analyze the transaction data to determine damages. This allowed the Parties to analyze the damages exposure with high precision, identifying the actual transactions at issue. As such, the Settlement reached was highly informed, both through formal and informal discovery.

4. Ball Factor 4: The Factual and Legal Obstacles

Regarding *Ball* factor 4, the factual and legal obstacles that could prevent the Plaintiff from prevailing on the merits, the Court notes that it fully granted Defendant's motion for summary judgment, dismissing the Plaintiff's claims with prejudice. Therefore, Plaintiff faced a real and existential risk that the case would not proceed in any fashion if the Court of Appeals did not reverse the summary judgment order. Even if it did, the Court might not certify one or both of the Settlement Classes, and the trier of fact might conclude that the contract language allowed the Defendant to charge the challenged fees in the manner it charged them. All of these facts further support Final Approval.

5. Ball Factor 5: The Possible Range of Recovery and Certainty of Damages

Regarding *Ball* factor 5, the possible range of recovery and the certainty of damages, as stated, the Settlement being presented to the Court for Final Approval represents approximately

13% of the Relevant Fees at issue, an excellent result for the Settlement Classes, especially under the circumstances where summary judgment was granted against Plaintiff and that ruling is on appeal. Settlements are, of course, reasonable where plaintiffs recover only part of their actual losses. This factor looks at the range of possible damages that could be recovered at trial and evaluates the likelihood of success at trial to determine whether the settlement amount is a fair compromise within that range. Here, given this Court's summary judgment ruling against Plaintiff before the Settlement, there was a high risk that Plaintiff and absent Settlement Class members would not prevail, and a substantial percentage recovery will be achieved by the Settlement.

6. Ball Factor 6: The Opinions of the Participants

Finally, regarding *Ball* factor 6, the respective opinions of the participants, including Class Counsel, the Class Representative, and the absent Settlement Class members. Class Counsel, as well as the Class Representative, are in favor of the proposed Settlement. The reaction from Settlement Class members has been overwhelmingly positive. Specifically, the deadline to opt-out of the proposed Settlement already has passed, and with direct Notice having been given to nearly 100,000 Settlement Class members, only two members have elected to opt-out. Further, and even more tellingly, no Settlement Class Members objected to the Settlement. This all provides further reason for approval.

The Proposed Settlement Class Should Be Finally Certified

For purposes of the Settlement, this Court hereby finally certifies two classes, defined as follows:

> **APPSN Fee Class.** Those current or former Accountholders of Defendant who were assessed APPSN Fees.
>
> **Multiple Fee Class.** Those current or former Accountholders of Defendant who were assessed Multiple Fees.

Excluded from the Settlement Classes are Defendant, its parents, subsidiaries, affiliates, officers,

and directors; all Settlement Class members who make a timely election to be excluded; and all judges assigned to this litigation and their immediate family members.

The APPSN Fee Class Period is from September 15, 2016, through and including September 30, 2022, and the Multiple Fee Class Period is from September 15, 2016, through and including September 30, 2022.

The Court finally finds that, that the Settlement Classes, including the APPSN Fee Class and Multiple Fee Class, satisfy the requirements of Texas Rule of Civil Procedure 42(a) and (b)(3), in that: (1) the number of members of the Settlement Classes are so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Classes; (3) Plaintiff's claims are typical of the claims of the members of both Settlement Classes; (4) Plaintiff is an adequate representative of both Settlement Classes and she has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Classes predominate over any questions affecting any individual members of the Settlement Classes; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

The Court further notes that its findings preliminarily approving the Settlement Classes, incorporated by reference, have been substantiated with further evidence. For purposes of Settlement only, the Court finally finds and determines that Plaintiff will fairly and adequately represent the interests of the APPSN Fee Class and the Multiple Fee Class, in enforcing their rights in the Action, and appoints her as the Class Representative of both Settlement Classes.

For purposes of the Settlement only, the Court finally appoints as Class Counsel, Jeff Ostrow and Jonathan M. Streisfeld of Kopelowitz Ostrow P.A. and Jeffrey D. Kaliel of KalielGold PLLC.

Epiq Class Action & Claims Solutions, Inc. is appointed to continue as Settlement

Administrator to complete the Settlement Administrator's obligations under the Settlement. The Settlement Administrator shall abide by the terms and conditions of the Agreement that pertain to the Settlement Administrator duties and obligations.

The Settlement, on the terms and conditions stated in the Agreement, is finally approved by this Court as being fair, reasonable, and adequate, free of collusion or indicia of unfairness, and within the range of possible final judicial approval.

The period under the Preliminary Approval for objections and opt-outs has expired, and only two class members have opted-out of the settlement. No timely objections were submitted.

The Court finds that Notice to the Settlement Class was the best notice practicable and complied with the requirements of Due Process, and that the Notice Program was completed in compliance with the Preliminary Approval Order and the Agreement.

Distribution of Net Settlement Fund

The Court hereby approves the distribution of the Settlement Fund as set forth in the Agreement. The Court orders the Parties and the Settlement Administrator to implement all payments as set forth in the Agreement.

Release

As of the Effective Date, Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged Defendant and the Released Parties from the Released Claims.

Upon the entry of this Order, the Class Representative and all members of the APPSN Fee Class and Multiple Fee Class shall be provisionally enjoined and barred from asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims.

There are two Settlement Class members who timely opted-out of the Settlement and, as a

result, are not Releasing Parties and therefore shall not be bound to the Release and the terms of the Settlement. Those two Settlement Class members are listed in the attached ***Exhibit A***.

Other Provisions

This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with the Settlement, shall not be construed or deemed to be evidence of an admission or concession by Defendant of any liability or wrongdoing by Defendant or any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf with respect to the conduct alleged in the Action or that the case was properly brought as a class action. The Settlement shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief with respect to the conduct alleged in the Action. Defendant may file the Agreement in any action or proceeding that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

For the benefit of the Settlement Classes and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement finally approved herein and the related orders of this Court.

Each and every provision of the Agreement shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

Attorneys' Fees, Litigation Costs and Service Award

Supported by evidence of lodestar calculations and the opinion of an attorneys' fee expert, Class Counsel request an attorneys' fees award of $533,280.00 (an amount equal to 33.33% of the Settlement Fund) and $30,992.58 for litigation costs and a $5,000.00 Service Award to the Class Representative, all to be paid from the Settlement Fund. The Court notes that Class Counsel's

attorneys' fee application is supported by the expert opinions of Jeremy Doyle, Esq., an experienced Texas litigator who opines about the reasonableness of the hourly rates, lodestar amount, and lodestar multiplier supporting Class Counsel's attorneys' fees request.

Attorneys' Fees

Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs incurred. Consequently, Class Counsel request that this Court grant attorneys' fees consistent with Texas Civil Practice and Remedies Code §26.003 and Tex. R. Civ. P. 42(h)-(i).

Class Counsel seeks attorneys' fees of $533,280.00, and Defendant does not oppose this request. The application for this award is based on the lodestar method required by Tex. R. Civ. R. 42. The lodestar figure is $292,573.95, based upon 396.85 hours. The requested multiplier of approximately 1.8 falls within Rule 42's parameters. The below analysis demonstrates why this amount is appropriate under the relevant factors and the requested attorneys' fees should be awarded.

The United States Supreme Court recognizes that "a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). This is a common fund case, as opposed to a fee-shifting case where the defendant pays attorneys' fees in addition to the damages. The Texas Supreme Court recognized in *Southwestern Refining Co., Inc. v. Bernal*: "When properly applied the class action device is unquestionably a valuable tool in protecting the rights of our citizens." 22 S.W.3d 425, 439 (Tex. 2000).

The rule on class action fees as adopted by the Texas Supreme Court, thus provides:

> In awarding attorney fees, the court must first determine a lodestar figure by multiplying the number of hours reasonably worked times a reasonably hourly rate. The attorney fees award must be in the range of 25% to 400% of the lodestar figure. In making these determinations, the court must consider the factors specified in Rule 1.04 (b), Tex. Disciplinary R. Prof. Conduct.

Tex. R. Civ. P. 42 (i) (1) (amended by order of Oct. 9, 2003). Rule 42 (i) incorporates Texas Disciplinary Rules of Professional Conduct 1.04 (b):

> (b) Factors that may be considered in determining the reasonableness of a fee include, but not to the exclusion of other relevant factors, the following:
>
> > (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
> > (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
> > (3) the fee customarily charged in the locality for similar legal services;
> > (4) the amount involved and the results obtained;
> > (5) the time limitations imposed by the client or by the circumstances;
> > (6) the nature and length of the professional relationship with the client;
> > (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
> > (8) whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

1. The Fee Was Contingent on Results Obtained

Class Counsel undertook this case on a contingent basis, with the understanding that Class Counsel would not be compensated unless the case was successful. Further, to date Class Counsel has not been paid for its time spent litigating this Action. Texas courts have consistently allowed the use of a multiplier based upon the contingent nature of a fee. *See, e.g., La Ventana Ranch Owners' Ass'n, Inc. v. Davis*, 363 S.W.3d 632, 650 (Tex. App.—Austin 2011, pet. denied); *Dillard Dep't Stores, Inc. v. Gonzales*, 72 S.W.3d 398, 412-413 (Tex. App.—El Paso 2002, pet. denied).

In taking on this representation, Class Counsel assumed significant risk. Rewarding risk particularly makes sense in class actions, even relative to other contingent cases. A 2010 empirical study of attorneys' fees in class actions categorized class actions by risk level and found that "standards applied to attorney fees uniformly indicate that greater risk warrants an increased fee." Theodore Eisenberg & Geoffrey P. Miller, Attorney Fees and Expenses in Class Action Settlements: 1993-2008, 7 J. EMPIRICAL LEGAL STUD. 248, 265 (2010). This study also found that courts systematically rewarded that incurrence of risk. *Id*.

Only one class certification has been acted upon favorably by the Texas Supreme Court.

Riemer v. State, 392 S.W.3d 635 (Tex. 2013). In another case, one of three subclasses survived Supreme Court review. *Bowder v. Phillips Petroleum Co*., 247 S.W.3d 690, 694 (Tex. 2008). In every other case where the Texas Supreme Court examined class certification, it decertified the class.

Further underscoring Class Counsel's risk in taking on this case is that similar class-action cases have been rejected by Texas state trial courts on the merits. Plaintiffs lost on the merits in three other account fee class actions, those being a summary judgment against the plaintiffs in *Walsh v. Randolph Brooks Federal Credit Union*, No. 16-2339-CV (25th Dist. Ct. Guadalupe County, Sept. 20, 2017); *Williams v. Happy State Bank*, No. 44794 (84th Dist. Ct. Hutchinson County, Nov. 30, 2021); *Coats v. City Nat'l Bank of Sulphur Springs*, No. CV-44926 (62nd Dist. Ct. Hopkins County, Apr. 18, 2022). Further, the federal district court in Corpus Christi recently granted a credit union defendant's motion to dismiss in another overdraft fee class action. *Ross v. NavyArmy Cmty. Credit Union*, No. 2:21-CV-168, 2022 WL 100110 (S.D. Tex. Jan. 11, 2022).

Therefore, not only was this case contingent on the results obtained, but the contingency was substantially riskier than in a non-class case.

2. The Results Obtained

In addition to the considerable risk, the result obtained was extremely fair in light of the procedural posture at the time of settlement. The Settlement represents approximately 13% of Settlement Class members' possible damages and is within the range of what is considered reasonable for approval purposes. By comparison, a recent study found the median ratio of settlement to investor losses in securities class actions during a five year period ranged from 1.6% to 2.5%. NERA Economic Consulting, Recent Trends in Securities Class Litigation: 2021 Full-Year Review 24 (Jan. 25, 2022), available at https://www.nera.com/publications/archive/2022/recent-trends-in-securities-class-action-

litigation--2021-full-y.html. As a further benefit to the Settlement Classes, the Settlement Administration Costs have been and shall be paid separately by the Defendant. Agreement ¶ 51(b).

Further, the Settlement is sensible because it avoids any appeals that could have prolonged this action for years, including Plaintiff's pending appeal of this Court's summary judgment ruling dismissing Plaintiffs claims. Additionally, the manner of distribution here is very consumer friendly: every Settlement Class Member will receive compensation, and no Settlement Class Member will need to file any claim forms. *Id* ¶59. Current Accountholders will receive direct deposits, and Past Accountholder Settlement Class Members will have checks mailed to them. *Id*.

3. The Preclusion of Employment.

Preclusion of other employment is an additional factor that can be considered by the Court when arriving at an appropriate multiplier. Texas Disciplinary Rules of Professional Conduct 1.04 (b)(2). This applies here, as taking this case precluded Class Counsel from taking other work: "The time spent on this matter by the firm's attorneys has required considerable work that could have, and would have, been spent on other billable matters. In other words, if Class Counsel had not taken this case, it could have taken other cases, including in jurisdictions perceived as more favorable to class actions, or commercial work with guaranteed hourly payments, and been paid for those cases.

4. The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly

The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly as factors which the Court may consider. Rule 1.04 (b)(1). The time and labor required on this case was substantial, and documents showing the attorneys who performed the work, the date the work was performed, the specific nature of each task performed, and the amount of time spent on each task, are verified, authenticated, and filed

with this Court. Further, the Court notes Class Counsel's expertise in this highly specialized area. The result obtained in obtaining a recovery despite the hostility of Texas law to class actions and the challenge presented from the Court's summary judgment ruling in this Action also speaks to the skill that was required on behalf of Class Counsel to achieve the instant Settlement.

5. *The fee customarily charged in the locality for similar legal services*

Rule 1.04 (b)(3) allows the Court to consider the fee customarily charged in the locality for similar legal services. In *El Apple I, Ltd. v. Olivas*, 370 S.W.3d 757 (Tex. 2012) (Texas Commission on Human Rights Act), the Supreme Court made clear the information required by a trial court to properly evaluate a lodestar, and all of this information, and more is provided by the accompanying declaration of Class Counsel. Further, the fee application here is not contested, and an attorney's requested hourly rate is prima facie reasonable when he requests that the lodestar be computed at his or her customary billing rate, the rate is within the range of prevailing market rates, and the rate is not contested. *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1087 (S.D. Tex. 2012) (quotation and citation omitted).

6. *Multipliers in Other Cases*

Examining multipliers in other cases demonstrates that the multiplier sought here is more than reasonable. While Rule 42 caps class-action multipliers in Texas at 4.0, courts in other jurisdictions that are not similarly constrained have recently approved multipliers in consumer class actions involving alleged improper bank or credit union account fees in multipliers far exceeding that. Here, Class Counsel seeks only a multiplier of 1.8, which is reasonable under the circumstances and the governing law.

Litigation Costs and Settlement Administration Costs

Additionally, Class Counsel also seek $30,992.58 litigation expenses incurred. The costs include expert costs, court costs, and mediation costs. An attorney may recover "those out of-

pocket expenses that would normally be charged to a fee paying client." *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994).

Accordingly, the Court grants Class Counsel reimbursement in the amount of $___________, payable out of the Settlement Fund. The Court also approves the Settlement term that requires Defendant to separately pay the Settlement Administration Costs.

Service Award

Class Counsel also requests that the Court approve a Service Award to the Class Representative in the amount of $5,000.00. Courts in Texas have approved much larger service awards, and the requested award is appropriate under the circumstances. *See, e.g., Sleezer v. Chase Bank USA, NA.*, Civ. No. 07-0961-HLH (approving $25,000 service award).

Ms. Meier was very involved in the case, and a major benefit to its prosecution. She worked at all times with Class Counsel, including strategizing, obtaining documents as requested, engaging in discussions, including those related to the mediation, and reviewing the Agreement.

Accordingly, the Court grants Ms. Meier a $___________ Service Award, payable out of the Settlement Fund.

Final Judgment

This Final Approval Order resolves all issues in this Action as between all Parties and therefore shall also constitute a final judgment. The Court will enter Final Judgment dismissing the Action with prejudice in a separate document and direct the Clerk of this Court to close the case. The Final judgment shall dismiss this Action with prejudice as to all Parties and all Settlement Class Members, each side to bear its own attorneys' fees and costs except as otherwise provided in the Settlement Agreement and this Final Approval Order.

THEREFORE, THE COURT FINDS AND ORDERS AS FOLLOWS:

1. Pursuant to the Texas Rule of Civil Procedure 42(e), Final Approval of the

Settlement is GRANTED.

2. The Court reaffirms certification of the Settlement Classes and the appointment of Class Counsel, the Class Representative, and the Settlement Administrator.

3. The Court approves and orders payment of $_____________ in attorneys' fees from the Settlement Fund to Class Counsel.

4. The Court approves and orders reimbursement to Class Counsel of $_____________ in litigation costs from the Settlement Fund.

5. The Court approves and orders payment of a Service Award of $_____________ payable to the Class Representative from the Settlement Fund.

6. The Court approves Defendant's separate payment of the Settlement Administration Costs to the Settlement Administrator.

7. The Court approves the plan of distribution of the Settlement Fund to the Settlement Class Members and orders the Parties to proceed with distribution as set forth in the Settlement.

8. As of the Effective Date, Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged Defendant and the Released Parties from the Released Claims.

9. Within 7 days after the deadline to cash checks sent to Settlement Class Members, any residual funds shall be distributed by check to all Settlement Class Members who either cashed their checks or received an Account credit, unless the amount of residual funds is so small that it would be economically infeasible or impracticable to perform a secondary distribution. All costs associated with a secondary distribution are considered Settlement Administration Costs and payable by the Defendant. If, consistent with the distribution plan set forth in the Agreement, the amount of residual funds is so small that it would be economically infeasible or impracticable to perform a secondary distribution, then within 14 days after the deadline to cash the checks sent to

Settlement Class Members by the Settlement Administrator, Plaintiffs shall apply to the Court for a *cy pres* payment to the recipient agreed to by the Parties. Similarly, if there are residual funds remaining 90 days following a secondary distribution, then Plaintiffs shall apply to the Court for a *cy pres* payment to the recipient agreed to by the Parties.

10. The Court hereby retains and reserves jurisdiction over: (a) implementation of the Settlement and any distributions from the Settlement Fund; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Agreement; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

11. In the event the Effective Date of the Agreement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and the Action shall return to its status immediately prior to execution of the Agreement.

12. The Court adjudges that the Class Representative and all Settlement Class Members shall be bound by this Final Approval Order. The two opt-outs identified in attached ***Exhibit A*** are not bound by this Agreement.

ACCORDINGLY, THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED.

SO ORDERED this __ day of ____________, 2023.

____
JUDGE GREG HILL
County Court Judge

EXHIBIT A – OPT-OUT LIST

(To Be Completed Before Final Approval Hearing)

1.

2.